

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 34	
2. Amendment/Modification No. P00007		3. Effective Date 2004JUL07		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-AHEB LEON WILSON (586)574-7192 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WILSONL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-G-N001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAR07	
Code 7W356		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (586)574-6973			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUL07	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purposes of this modification are to extend the period of performance, update the references to date, add, delete and identify FAR/DFARS/TACOM clauses which shall apply to Delivery Order DAAE07-01-G-N001/0010 and all subsequent Deliver Orders that are or have been issued.
2. The parties agree to extend the period of performance of this Basic Ordering Agreement to March 7, 2006 in accordance with Section C.1.3.
3. FAR/DFARS/TACOM clauses that apply to Delivery Orders based on the value and type of the order are identified in Attachment 005 which is added to this Basic Ordering Agreement DAAE07-01-G-N001.
4. The clause dates for which references have been updated in accordance with the current Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplement (DFARS) and TACOM clauses follows:

SECTION	FAR/DFARS CLAUSE	DATE	PAGE
F	52.247-55	JUN/2003	F1
F	52.247-4005	AUG/2003	F2
H	52.204-4005	JUN/2004	H1
H	252.225-7001	APR/2003	H1
H	252.225-7002	APR/2003	H1
H	252.225-7028	APR/2003	H1
H	252.246-7000	MAR/2003	H1
I	52.222-26	APR/2002	I1
I	52.222-29	JUN/2003	I1
I	52.222-35	DEC/2001	I1
I	52.222-37	DEC/2001	I1
I	52.223-5	AUG/2003	I1
I	52.232-8	FEB/2002	I1
I	52.232-25	FEB/2002	I1
I	52.232-33	OCT/2003	I1
I	52.242-12	JUN/2003	I1
I	52.247-63	JUN/2003	I1
I	252.204-7005	NOV/2001	I1
I	252.211-7005	FEB/2003	I1
I	252.225-7015	APR/2003	I2
I	252.225-7025	APR/2003	I2
I	252.225-7027	APR/2003	I2
I	252.225-7030	APR/2003	I2
I	252.225-7031	APR/2003	I2
I	252.227-7030	MAR/2000	I2
I	52.223-11	MAY/2001	I3
I	52.244-6	APR/2003	I3
I	252.204-7004	NOV/2003	I6
Atch 005	52.202-1	DEC/2001	2
Atch 005	52.203-12	JUN/2003	2
Atch 005	52.216-7	DEC/2002	3
Atch 005	52.219-9	JAN/2002	3
Atch 005	52.223-6	MAY/2001	2
Atch 005	52.229-4	APR/2003	2
Atch 005	52.232-16	APR/2003	3
Atch 005	52.242-3	MAY/2001	3
Atch 005	52.245-2	JUN/2003	3
Atch 005	52.245-5	JUN/2003	4
Atch 005	52.246-3	MAY/2001	3
Atch 005	52.247-67	JUN/1997	4
Atch 005	252.225-7012	FEB/2003	2
Atch 005	252.225-7014	APR/2003	2
Atch 005	252.225-7016	APR/2003	2
Atch 005	252.225-7026 (now - 7004)	APR/2003	2
Atch 005	252.225-7032 (now - 7033)	APR/2003	3
Atch 005	252.232-7004	OCT/2001	3
Atch 005	252.247-7023	MAY/2002	2

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5. FAR/DFARS/TACOM clauses added to this Basic Ordering Agreement follow:
- a. Clause H-18, 52.246-4026, Local Addresses for DD Form 250
 - b. Clause I-8, 52.222-3, Convict Labor
 - c. Clause I-9, 52.222-19, Child Labor-Cooperation with Authorities and Remedies
 - d. Clause I-71, 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales
6. FAR/DFARS clauses deleted from this Basic Ordering Agreement follow:
- a. Clause G-2, 52.204-7008, Mandatory Use Of Government Electronic Communication
 - b. Clause H-10, 252.225-7009, Duty-Free-Entry--Qualifying Country Supplies (End Products and Components)
 - c. Clause H-19, 252.234-7001, Earned Value Management System
 - d. Clause H-25, 252.225-7008, Supplies To Be Accorded Duty-Free Entry
 - e. Clause I-55, 52.229-5, Taxes--Contracts Performed In U.S. Possessions or Puerto Rico
 - f. Clause I-114, 252.225-7017, Prohibition On Award To Companies Owned By The People's Republic Of China
 - g. Clause I-115, 252.225-7024, Restriction On Acquisition Of Night Vision Image Intensifier Tubes and Devices
7. Consistent with the above, Sections B, C, D, E, F, G, H, I, and J are deleted in their entirety and replaced by the attached renumbered pages. Attachment 005 is added to this BOA.
8. This modification was originally planned to be Modification No. P00001. However, since then Modifications P00002 through P00006 have been issued. Therefore, mod number "P00001" will not be issued for the purposes described above. Modification P00007 will now serve this purpose. Modification P00001 has been issued as a unilateral administrative modification unrelated to this effort.
9. In addition, this modification renumbers the pages in Sections B through J; corrects some typos (e.g., misspelling in the title of clause D.4); and renumbers clauses in Sections E, H and I. Clauses B.8, C.12, D.5, E.3, F.7, G.3, and H.19 are added to this BOA.
10. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 009 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	52.229-4000 (TACOM)	APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX	OCT/1993
(a) Federal Retailers Excise Tax (FRET) <u>does not</u> apply to the items we're buying under this solicitation.			
(b) DO NOT include FRET in your proposed price.			

B.1. SECURITY REQUIREMENTS

Contract Security Classification Specification DD Form 254, attached, shall be applicable to any delivery order placed under this Basic Ordering Agreement (BOA) unless specifically excluded by the Delivery Order.

B.2. GOVERNMENT FURNISHED MATERIAL (GFM)

The Contract prices exclude GFM. List of GFM to be provided to the contractor for each program is provided in an Attachment to the Delivery Order. For the purposes of allocating GDLs G&A, consistent with disclosed CASB accounting practices, the Government unit price of each Tank's GFM item will be annotated on the GFM list in each delivery order.

B.3. CONTRACT DATA REQUIREMENTS

The cost and requirements for data requirements listed on DD 1423 is included in the separate delivery orders under this BOA. Data items are not separately priced. Costs for data are included in the Contractor's prices under a Delivery Order.

B.4. REQUIREMENTS INCLUDED IN DELIVERY ORDER PRICES

- B.4.1. LOADING, BLOCKING AND BRACING. The price for all vehicles delivered under this delivery orders under this BOA includes loading, blocking and bracing on DODX steel deck rail cars as set forth in each Delivery Order.
- B.4.2. INSTALLATION OF GOVERNMENT-FURNISHED MATERIAL. The unit prices for vehicles and items delivered under delivery orders under this BOA contain all charges for installation of Government-Furnished Material (GFM).

B.5. RESOLUTION OF DAMAGED/DEFECTIVE GOVERNMENT MATERIAL (DGM)

Where applicable, a CLIN under each Delivery Order entitled "RESOLUTION OF DAMAGED/DEFECTIVE GOVERNMENT MATERIAL (DGM)" will be established for payment of equitable adjustments negotiated between the Contractor and the Contracting Officer for the cost to remove, replace or repair, and reinstall Defective Government Furnished Material from Contract end items or assemblies to be delivered under the order at the Lima Army Tank Plant (LATP).

B.6. PACKAGING, CRATING AND HANDLING

Packaging, crating and handling charges for end line items under the delivery orders are included in the delivery order prices. From time to time, the Government may require shipment of materials and components, including Defective Government Material, furnished by the Government or acquired for the account of the Government in performance of a delivery order under this agreement. When directed by the Contracting Officer, the Contractor shall prepare such material for shipment and shall ship such property to the Government designated destination. Shipment shall be by Government Bill of Lading (GBL) unless otherwise directed by the Contracting Officer. The Contractor shall invoice, as directed by the Contracting Officer, for each individual transaction in accordance with the General Provision entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(DEC 1989)(FAR 52.245-2), or "COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR HOUR CONTRACTS (DOD DEVIATION 99-0008, 13 Jul 97)(FAR 52.245-5) for such services under the PC&H CLIN established under the delivery order, at the negotiated equitable price.

B.7. ENGINEERING CHANGE PROPOSALS (ECPs)

Each delivery order will establish in the schedule a CLIN for payment of equitable adjustments associated with the incorporation of Engineering Changes into the end item deliverable. Each change shall be issued and equitably adjusted by the Contracting Officer pursuant to the General Provision entitled Changes - Fixed Price (FAR 52.243-1). The Contractor shall invoice under the appropriate CLIN in the delivery order as authorized by the Contracting Officer . Notwithstanding the Government's rights under FAR 52.243-6,

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Change Order Accounting, the Contractor may include the cost associated with the authorized effort under the Engineering Change Proposal CLIN in progress payments submitted under the respective final item CLIN.

B.8 ADDITIONAL CLAUSES

B.8.1. See Attachment 005 for additional contract clauses that may apply.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Status	Regulatory Cite	Title	Date
C-1	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS	JUL/1995
<p>The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:</p> <p>When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2. (End of clause)</p>			
C-2	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS	JUL/1995
<p>The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:</p>			
<p>a. Paragraphs 3.27 and 3.28 reference MIL-P-116;</p> <p>b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;</p> <p>c. Numerous paragraphs require labels per MIL-L-61002.</p> <p>Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:</p>			
<p>a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.</p> <p>b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.</p> <p>c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.</p> <p>(END OF CLAUSE)</p>			
C-3. <u>CLASS I OZONE DEPLETING SUBSTANCES (CIODS)</u>			
C-3.1. Attachment 003 is a list of specifications requiring Class I Ozone Depleting Substances and used in the Contract end item Technical Data Packages. The Contractor shall comply with the instructions of Attachment 003 for each specification.			
C-3.2. ASTM D5632 Monobromotrifluoromethane (Halon 1301) has no current alternative. An appropriate waiver for use in a contract with the U.S. Government has been obtained. This waiver only authorizes the Government to include Halon 1301 in the specifications in delivery orders executed under this Basic Ordering Agreement and does not waive any other law, regulation, requirement or criteria relating to use of Halon 1301 the Contractor may be required to comply with.			
C-4 <u>YEAR 2000 (Y2K) COMPLIANCE</u>			
C-4.1. Definitions:			
C-4.1.1. <u>Information Technology</u> means any data processing hardware, software and/or firmware whether supplied as a system or sub-system.			
C-4.1.2. <u>Year 2000 compliant</u> means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.			
C-4.2. M1A1 and M1A2 SEP Abrams Tanks and any Components of either system delivered under this contract whether acting alone or combined into a system, shall be Year 2000 compliant.			
C-4.3. Contractor responsibility under this clause is limited to information technology for which it is solely responsible. Government Furnished Information Technology and Government Furnished Equipment is expressly excluded.			

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THIS is a Basic Ordering Agreement (BOA) as defined in FAR 16.703. Subject to the terms specified herein, the Contractor shall furnish to the Government the supplies described in C.1. below in such quantities and in such configurations as may be ordered by the Government from time to time under this BOA.

C.1. DELIVERIES and DELIVERY ORDERS UNDER THIS BOA

C.1.1. Vehicles and other deliverables shall be delivered to the requirements established in each individual Delivery Order (DO). Supplies planned to be acquired under this Basic Ordering Agreement (BOA) are described below.

- C.1.1.1. M1A2 SEP Abrams Upgrade Tanks and M256 Gun Mounts
- C.1.1.2. M1A2 tanks retrofitted to the M1A2 SEP configuration
- C.1.1.3. M104 Wolverine Heavy Assault Bridge
- C.1.1.4. AIM XXI Tanks
- C.1.1.5. M1A1D Kit installation hardware for AIM XXI tanks
- C.1.1.6. Grizzly Armored Assault Engineer Vehicle Armor Packages, and Armor Test Sections
- C.1.1.7. Kits - M1A1D, Abrams-Crusader Common Engine installation kits
- C.1.1.8. Armor test packages and Armor test package spares
- C.1.1.9. Obsolete (Out of Production Buy-out Quantities) parts and components for the above.
- C.1.1.10. Other Abrams Tank System requirements related to those listed above may also be made upon issuance of a request for proposal and negotiation and award of a delivery order.
- C.1.1.11. Foreign Military Sales requirements for the above.
- C.1.1.12. Facility Service Contracts required due to program close-outs.

C.1.2. DELIVERY ORDERS UNDER THIS BOA

- C.1.2.1. Orders may be issued by a Procuring Contracting Officer from the U.S. Army Tank-automotive and Armaments Command, Warren, MI. All delivery orders issued hereunder are subject to the provisions of this agreement. This agreement shall control in the event of a conflict with any delivery order.
- C.1.2.2. The method for determining prices to be paid to the contractor for supplies or services under this BOA are the prescribed cost and price negotiation policies and procedures under FAR 15.4 entitled, Contract Pricing.
- C.1.2.3. A Delivery Order becomes a binding Contract upon signature and date/stamp on the delivery order by an authorized representative of the Contractor and signature by the Contracting Officer. Delivery orders are effective on the date the Contracting Officer signs them.
- C.1.2.4. Delivery Terms and Conditions including FOB Inspection and Acceptance points shall be stated in the Request For Proposal issued by the Contracting Officer and incorporated into the negotiated Delivery Order awarded under this BOA.
- C.1.2.5. Failure of the parties to reach agreement on price for any order issued before its price is established (Unpriced Delivery Order) is a dispute under the Disputes clause included in Section I of this Basic Ordering Agreement.
- C.1.2.6. Delivery orders shall contain:
 - a. F.O.B. Point
 - b. Item description to include Configuration Management Control, quantity ordered, prices, FAT and Control Test requirements.
 - c. Delivery schedule
 - d. Level of preservation, packaging, packing and marking
 - e. any special packaging/packing/shipping requirements
 - f. Shipping and delivery instructions
 - g. Inspection and acceptance requirements

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- h. Payment and contract administration offices
- i. DPAS rating - DO, DX
- j. Accounting and appropriation data: Applicable funds
- k. A statement using Attachment 005 of this BOA incorporating by reference the applicable provisions of this BOA
- l. Any other pertinent information and instructions including required data item

C.1.2.7. The BOA shall be modified only by the Procuring Contracting Officer or his successor that signed the BOA. Delivery orders may be modified by the Procuring Contracting Officer that executed the Delivery Order.

C.1.3. TERMS OF AGREEMENT

The period of performance of this Basic Ordering Agreement has been extended to March 7, 2006 by mutual agreement of the parties. The effectivity of this extension begins with Delivery Order DAAE07-01-G-N001/0010 and all subsequent Delivery Orders that are or have been issued.

C.2. CONFIGURATION MANAGEMENT CONTROL

C.2.1. There are two different types of supplies that can be acquired under this Basic Ordering Agreement. These are:

- a. Vehicles, parts, components, kits purchased to a Government Technical Data Package, and;
- b. Vehicles, parts, components, kits purchased to a Government performance specification.

C.2.2. The Government retains control over:

- a. For Vehicles, components, kits and other supplies acquired to a Government Technical Data Package requirement or drawing requirement, the Government retains full control over the Technical Data Package.
- b. For Vehicles, components, kits and other supplies acquired to a Government Performance Specification, the Government retains full control over the vehicle's System Specification, Prime Item Product Fabrication Specification, the applicable Final Inspection Record, and, if specified by the Delivery Order, applicable LRU Product Fabrication Specifications.
- c. For all acquisition actions the Government retains full control over all items provided as Government Furnished Material (GFM).

C.2.3. The Contractor has control of the Technical Data Packages, with the exception of the documents listed in C.2.2. above and any documents called out in a Delivery Order under this BOA. Any changes to items over which the Government maintains configuration control requires approval by a Contracting Officer via execution of a contract modification. The Contractor shall analyze all Changes to determine the impact on the logistics support functions/products. Logistics impacts shall be documented with the change on the logistics impact summary form.

C.2.3.1. The Contractor has configuration control over the Contractor's data packages providing the technical definition of each vehicle. The Contractor shall maintain as much commonality as possible between the Abrams series tanks and derivative vehicles. The Contractor may incorporate common Abrams engineering changes (Government Configuration Control Board approved Engineering Change Proposals which have no cost or performance impact, into the configuration of supplies acquired under this BOA without further (see C.2.3 above) Contracting Officer approval. Where a delivery order's provisions prevent reliance on the single process defined in this BOA's Section C.2.1. through C.2.6. for common Abrams Components or is acquired to C.2.2.a. above (a Government TDP), added direct costs associated with program management for that unique requirement shall be a direct cost of the delivery order creating the unique requirement.

C.2.3.2. The Government will be notified electronically of scheduled Contractor configuration control board meetings for vehicle components; participation by Government representatives is at the Government's option. Changes impacting logistics may be disapproved by the Government within 10 working days after electronic notification of the Change.

C.2.3.3. Contractor RFD/RFW to Government configuration controlled items listed in C.2.2. above require TACOM Contracting Officer (PCO) approval unless specifically delegated. These RFD/RFW shall be submitted to the PCO in accordance with appropriate CDRL in the Delivery Order.

C.2.4. A Government Agency or Engineering Services Contractor performing under a Government Contract may issue Engineering Change Proposals (ECP) which affect the System Specification, Prime Item Product Fabrication Specification and applicable FIR or other specification (See C.2.2.) over which the Government retains configuration control or the Contractor TDP baseline. The Contractor shall submit, within 45 working days of receipt of the written Contracting Officer direction, a proposal reflecting the impact of the ECP to increase or decrease the unit and total costs including tools and gages, logistics impact, cost of obsolescence or rework, disposal of hazardous waste, and manufacturing cost estimates of parts involved and packaging when affected. The proposal shall be submitted to the

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Contracting Officer requesting the proposal.

C.2.5. The Government shall be allowed to electronically access the Contractor's Technical Data Package data base (ECARDS) and Change Management Data Base (CMstat).

C.2.6. All Contractor prepared Engineering Change Proposals requiring Contracting Officer approval shall be prepared using MIL-STD 973 as a guide.

C.3. VEHICLE PAINT COLOR

The vehicles shall be painted in accordance with requirements specified in each individual Delivery Order.

C.4. RESERVED

C.5. CONTRACT DATA REQUIREMENTS

The contractor shall prepare technical data and financial reports in the format and scope specified in the applicable Data Item Description (DD Form 1664) included in Delivery Orders delivered under this Basic Ordering Agreement. This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Electronic Contract Data Requirements List (DD Form 1423) Exhibit.

C.6. GOVERNMENT FURNISHED MATERIAL (GFM)

The Government furnished items required to be installed in, or delivered with each vehicle or supplies shall be furnished by the Government (in the respective required quantities to support work in-process without work around or disruption) FOB the appropriate contractor location according to the requirements lists shown in the appropriate Attachment to each Delivery Order. All handling, storage and installation costs are included in the unit price.

C.7. POLLUTION PREVENTION PLAN

The Contractor's activities under awarded Delivery Orders shall be in accordance with the Contractor's approved Pollution Prevention Plan and all revisions to the plan incorporated into each Delivery Order by reference.

C.8. HEAVY ARMOR NRC LICENSE

The Contractor shall follow the requirements of GDLS NRC License SUB-1564, and the provisions of Attachment 002. Data shall be submitted electronically in accordance with Attachment 001 and CDRL A001 and A002 DD FORM 1423, attached.

C.9. SERIALIZATION AND TRACKING OF MATERIAL

C.9.1. For Abrams derivative vehicles, the Contractor shall maintain its system for serialization and tracking of vehicle material into the finished end-item vehicle. This system, as a minimum, will include:

- a. serialization and tracking of LRUs into vehicles, and
- b. serialization and tracking of the AEGR card P/N 12438580 by serial number.

C.9.2. The Contractor shall provide the Government a copy of the Contractor's LRU/AEGR Tracking Report with the DD250 for final acceptance of a vehicle in accordance with the Contractor's current practice.

C.9.3. The Contractor may utilize a bar coding system in order to automate the recording of this data.

C.10. VEHICLE PRODUCTION IPT

The parties shall continue to participate in a joint Contractor-Government Integrated Process Team (IPT) format to co-ordinate resolution of LATP production and test issues. The IPT is not authorized to change contract requirements.

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C.11. JOINT TECHNICAL ARCHITECTURE-ARMY COMPLIANCE

C.11.1. Any system design Delivery Order awarded under this BOA shall comply with the applicable portions of the Joint Technical Architecture-Army. Any proposed system technical designs that deviate from the standards and practices delineated in the Joint Technical Architecture-Army, either during the evaluation and/or subsequent execution of delivery orders under this BOA, shall be approved by the Army Digitization Office (ADO), through the Program Manager, prior to implementation. The Joint Technical Architecture-Army document is located on the World Wide Web at URL: <http://www.ado.army.mil/Br&doc/brdocset.htm>

C.11.2. The Contractor shall provide with any system design proposal submitted for a Request For Proposal for a delivery order under this BOA, a written discussion of the extent to which his design proposal complies with the applicable sections of the Joint Technical Architecture-Army.

C.11.3. For system design proposals submitted for any delivery order Request For Proposal under this BOA, the Contractor shall describe how the proposed software design approach and software development environment are compliant with the applicable portions of the Army Technical Architecture-Army.

C.11.4. Joint Technical Architecture-Army Version 6.0 dated 8 May, 2000 is applicable to this requirement.

C.12 ADDITIONAL CLAUSES

C.12.1. See Attachment 005 for additional contract clauses that may apply.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4013 (TACOM)	BAR CODE MARKING	JAN/2001
(a) Shipments of items delivered and the application of bar code labels shall be by ANSI/AIM-BC 1 and MIL-STD-129N.			
(b) The following requirements under Section 4.5, Bar Code Markings, paragraphs 4.5.1.1, 4.5.1.2, and 4.5.1.7 are as follows:			
(c) 4.5.1.1 The bar coded NSN/NATO stock number will consist of the basic 13 data characters. Prefixes, suffixes to the stock number, spaces, dashes and part number will not be bar coded.			
(d) 4.5.1.2 For all contracts, each exterior shipping container will be bar coded with the following:			
(1) NSN/NATO stock number (2) Contract or order number (including call number) (3) CAGE code of the company awarded (4) Contract Line Item Number (CLIN), when used, the NSN will be bar coded as in 4.5.1.1.			
(e) 4.5.1.7 On other than wood containers, bar code markings will be applied by labeling or by direct printing on the container.			

D-2	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D.1. ALTERNATE LEVELS OF PRESERVATION AND PROCESSING FOR SHIPMENT

The Contracting Officer may specify alternate levels of preservation and processing for shipment by designating an alternate level for particular shipments at the time individual shipping instruction are issued. In the event that the Contracting Officer directs processing other than that set forth in the Delivery Order the unit price of the vehicle(s) affected shall be equitably adjusted. Other modes of shipment may be directed by the Contracting Officer and shall be subject to equitable price adjustment.

D.2. MARKINGS

The vehicles shall be marked in accordance with SD-X10005, MIL-STD-129 or as specified in Section D of any Delivery Order under this BOA.

D.3. LOADING ABRAMS DERIVATIVE VEHICLES

The vehicles shall be loaded in accordance with the Delivery Order.

D.4. SPECIAL CONTAINERS FOR ABRAMS DIRIVATIVE VEHICLE COMPONENTS

No special reusable containers shall be procured under this BOA. Special containers used for the shipment and storage of GFM shall be promptly returned at Government expense to the place of origin or Location(s) specified by the ACO. Special containers include, but are not limited to the following:

- Metal Racks for Gun Tubes
- Gun Mount Racks

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Metal containers for AGT 1500 Engine
Metal Skids for X1100-3B Transmission

D.5 ADDITIONAL CLAUSES

D.5.1. See Attachment 005 for additional contract clauses that may apply.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

Status	Regulatory Cite	Title	Date
E-1	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall maintain its current compliant ISO system.

(End of Clause)

E-2	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994
<u>Inspection Point: ORIGIN</u>			

We will inspect the supplies as described elsewhere in this solicitation/contract and before acceptance.

The Inspection Point shall be designated in Section E of each Delivery Order.

E-3	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
<u>Acceptance Point: ORIGIN</u>			

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT. When F.O.B. is destination and once we accept title to the supplies, we'll allow payment as long as you supply the proper evidence of shipment with the invoice. (See the Section F clause, FAR 52.247-48 - F.O.B. DESTINATION - EVIDENCE OF SHIPMENT and the Section E clause, FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES.).

The Acceptance Point shall be designated in Section E of each Delivery Order.

E.1. MEASUREMENT AND TEST EQUIPMENT CALIBRATION

Eliminate unnecessary initial calibration on perishable MTE(Measurement and Test Equipment). This change will eliminate the initial calibration on approximately 50 types of MTE or approximately 4000 items currently issued or stored.

The following listed items are to be considered non-calibratable:

<u>MDCP</u>	<u>MDCP Subject</u>
12	Parallel, Type 4 Adjustable
34	Combination Center Head
35	Combination Protractor
36	Combination Blade
37	Combination Square Head
45	Mouse/Scribe
58	Protractor Type 1
59	Protractor Type 2 & 3
66	Hole Gage
72	Surface Gage-Universal (Holder)
74	Telescoping Gages
76	Thermometer (Glass)
77	Feeler Gage
79	Tooling Rods and Accessories.
94	Radius, Gages
101	Stop Watch - Cole-Palmer
102	Stop Watch - Cronus
109	Rule
110	Tape Measure
111	Undercut Gage

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116	Reference Block (Visual)
119	Weld Joint Gage G935
170	Weld Joint Gage G598
171	Angle Finder/Level/Inclin.
176	Indicator Magnetic Base
180	Thread Pitch Gages, Metric
181	Thread Pitch Gages, Inch
182	Meter, PH
200	Gap Gage GG802
202	Gap Gage GG803
203	Gap Gage GG804
204	Weld Joint Gage G958
205	Gap Gage GG802
206	Weld Joint Gage G955
223	Weld Joint (Skewed)
225	Fillet Gage Set
226	Gage Block Accessories
253	Tape, Pole
254	Radius Gage
256	Magnetic Field Strength Indicator
260	Weld Inspection Box
278	Viscometer
291	Weld Gage Master, Skewed
307	Stop Watch, Cronus 3-ST
308	Weld Inspection Aid G935
324	Gap Gage GG1011
357	Radius Gage
360	Weld Inspection Kit
857	Square Double
862	Combination Square, Set

The items listed below are currently considered ICO; however, they will now be considered as calibratable.

<u>MDCP</u>	<u>MDCP Subject</u>
30	Height Gage, Vernier
144	Roughness Comparison Standard
155	Roughness Comparison Standard

E.2. INSPECTION RECORDS

Inspection records (hard copy, computer/electronic data or microfilmed in accordance with FAR 4.706) of the examinations and tests performed by the Contractor shall be kept complete and available to the government for a period of four (4) years following the final delivery of each item under a delivery order.

E.3. ADDITIONAL CLAUSES

E.3.1. See Attachment 005 for additional contract clauses that may apply.

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-6	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-10	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-11	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-12	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

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F-13	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
 - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.
- [End of Clause]

F-14	52.247-4008	CONTRACTOR-MAILED SPARE PARTS AND EQUIPMENT TO APO/FPO ADDRESSES	FEB/1991
	(TACOM)		

- (a) The Contractor is hereby notified that conditions sometimes make it necessary for the U.S. Department of Defense to ask the U.S. Postal Service to temporarily stop accepting personal parcels addressed to APO/FPO addresses in specific countries. Under such circumstances, the Contractor still is authorized to continue mailing the spare parts and equipment being purchased under this contract, even if the APO/FPO address(es) are to countries covered by such a restriction, providing the following requirements are met:
- (1) All United States Postal Service requirements regarding mailability and preparation are met.
 - (2) The parcels have complete and correct address(es).
 - (3) The words OFFICIAL BUSINESS are printed, typed, or handwritten below the return address.
 - (4) Each piece of mail is endorsed with the class of service for which postage is being paid.
- (b) The Contractor shall not use alternate couriers to ship spare parts and equipment to areas affected by a temporary stoppage of U.S. Postal Service acceptance of personal parcels, unless such action has been approved in writing by the Contracting Officer.
- [End of Clause]

F.1. DELIVERY SCHEDULES

Vehicles or supplies shall be delivered in accordance with the required delivery schedule contained in Section F of the Delivery Order.

F.2. ADVANCE ACCEPTANCE

Advanced delivery of vehicles or supplies under this agreement must be specifically authorized in a Delivery Order to this agreement.

F.3. DATA

Unless specified otherwise in the Delivery Order, data furnished under Delivery Orders awarded under this BOA shall be delivered electronically, FOB destination, to the addressee(s) indicated on the Delivery Order CDRL. Such data shall be delivered on the dates set forth on the applicable CDRL, DD Form 1423.

F.4. SHIPPING INSTRUCTIONS

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The Shipping instructions for delivery order end items will be prescribed by each individual Delivery Order.

F.5. INSTRUCTIONS FOR USE, PREPARATION, AND DISTRIBUTION OF DD FORM 250, MATERIAL INSPECTION AND RECEIVING REPORT (MIRR)

Use of the DD 250 shall be prescribed by each individual Delivery Order.

F.6. BALANCED ABRAMS DIRIVATIVE VEHICLE DELIVERIES

The schedule in Section F of each Delivery Order (DO) establishes the delivery requirements. For Abrams Dirivative vehicles, the Contractor, with the support of the Government, shall to the maximum extent practical under each delivery order spread each month's delivery of vehicles over the entire month. In each third of a month, determined by multiplying the work days in the month by 1/3, up to one third of the monthly delivery requirements will be presented to the Government for acceptance. The Government's ability to provide reasonable support is contingent upon the Contractor establishing a uniform flow of vehicles for Government inspection and acceptance.

F.7 ADDITIONAL CLAUSES

F.7.1. See Attachment 005 for additional contract clauses that may apply.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G.1. REMITTANCE ADDRESS

G.1.1. The following remittance address is established for all monies due under this agreement to be paid by check:

General Dynamics Land Systems, Inc.
Department D-952
P.O. Box 361377
Columbus, OH 43236-1377

G.1.2. Pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer -- Central Contractor Registration"(May 1999), Electronic Fund Transfers are feasible under this contract utilizing the contractor furnished data on SF 3881, "Payment Information Form."

Electronic Payments:
General Dynamics Land Systems Inc.
First Chicago
One National Plaza
Chicago, IL 60670
Routing Trans No.071000013
Depositor Account No.52-15153

G.2. BILLING/PAYMENT OFFICES

G.2.1. The DFAS Columbus Center, address in G.2.2.1. below, is the Billing Office for all billings submitted under this contract EXCEPT for billings to CLINS requiring Administrative Contracting Officer approval. The billing office for those payments is DCMC-GD-LIMA.

G.2.2. The Government Payment Office for all monies due under this contract is as follows:

G.2.2.1. Invoice/Correspondence Mailing Address (Includes U.S. Express Mail)

DOCUMENT CAPTURE CENTER
DFAS-CO-JNF/New Dominion
3990 East Broad Street
Building 21
Columbus, Ohio 43219

G.3 ADDITIONAL CLAUSES

G.3.1. See Attachment 005 for additional contract clauses that may apply.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-4	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-7	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
H-12	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-16	252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES	DEC/1991

(a) Definitions. As used in this clause--

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit--

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: -1-

(c) To provide security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from -2-. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with -3-.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

H-17 CHANGED 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

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(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-18 CHANGED 52.246-4026
(TACOM)

LOCAL ADDRESSES FOR DD FORM 250

JAN/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

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[End of Clause]

H.1. GOVERNMENT PLANT FACILITIES

H.1.1. The Government will provide rent-free use of the LATP throughout this BOA's period of performance.

H.1.2. The Government will provide rent-free use of Building 105 at Anniston Army Depot (ANAD) for fabrication of the Gunner's Primary Sight (GPS) in support of tank production requirements under Delivery Orders awarded under this BOA.

H.1.3. The Contractor agrees to abide by the applicable provisions of the INTRASERVICE SUPPORT AGREEMENT, W31G1Y-95244-138 SPECIAL PROVISIONS ABRAMS PROJECT MANAGER, and GDLS letter MPA96-0559 dated 28 February 1996, incorporated into the BOA by reference.

H.2. ADDITIONAL TAXES

H.2.1. Pursuant to FAR 52.229-4, the Order prices as stated herein specifically exclude Allen County Manufacturing Inventory Tax and Allen County Personal Property Tax on production inventories held at LATP, Lima, Ohio.

H.2.2. In the event GDLS or its subcontractors, vendors, etc., are required to pay duty, taxes, etc. as a result of off shore procurement it is agreed and understood between the parties that the contractor will be entitled to submit a separately priced proposal and the Contractor or its subcontractor shall be entitled to an equitable adjustment.

H.3. FACILITIES FUNDING

H.3.1. The Delivery Order prices for Delivery Orders awarded under this BOA are based on the Contractor utilizing Government-Owned Production and Research Property accountable under other contracts, but within the period of performance of the Delivery Orders awarded under this BOA, are authorized for use hereunder on a rent-free basis.

H.3.2. It is understood and agreed that the prices set forth herein are also based on the Government continuing to provide sufficient facilities funding and authority to enable the Contractor to maintain a production capacity adequate to produce the Abrams Series Tanks, related vehicles, and other deliverables as required by Delivery Orders under this BOA, at a reasonable level of efficiency, through its normal repair, replacement and rehabilitation program. It is also recognized and agreed that the normal repair, replacement and rehabilitation program may result in updated and more efficient methods and processes and that this has been contemplated in pricing of the Delivery Orders awarded under this BOA, and constitutes complete satisfaction of the Facilities Equipment Modernization clause contained in the applicable facility contract. The cost of repairs to any item of Government Production and research Property, Real Property or Installed Systems, including OPE and IPE, exceeding \$10,000 and repairs to Mobile Equipment that exceed \$1,000, shall be accomplished by the Contractor under the respective facilities contracts. All such costs, not in excess of \$10,000 and \$1,000 respectively, per item, per occasion, are included in the price of end items under Delivery Orders awarded under this BOA as allocable items included in the applicable burden amount.

H.3.3. In the event that the Government does not provide facilities funding sufficient to maintain adequate production capacity, as stated above, it is foreseeable that the Contractor's production effectiveness may be adversely affected. In such event the Delivery Order prices will be equitably adjusted to offset any adverse impact. In the event that modernization projects, as distinguished from the normal repair, replacement and rehabilitation program, are implemented so as to achieve improved and more efficient production results than contemplated in the pricing of Delivery Order performance, the Delivery Order prices will be equitably adjusted to credit the Government for the resulting savings.

H.4. RELATED CONTRACTS

H.4.1. It is understood by the parties that contractual undertakings presently specified in contract between the Government and the Contractor for LATP Facilities, General Dynamics Land Systems Inc.(GDLS) Scranton Facilities, GDLS Sterling Facilities, Cadillac Gage/Textron Facilities, GDLS. Muskegon Facilities, GDLS Teledyne Facilities, and their successor contracts will be continued during the period of performance of this agreement and that utilities at LATP will be provided to the Contractor on a no-charge basis. Current contracts are:

DAAE07-82-E-0005 Cad Gage/Textron
DAAE07-90-E-A001 LATP
DAAE07-00-E-0001 GDLS

H.4.2. The award hereunder is based on the Contractor and its subcontractors and vendors, for the period of performance of this

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contract, obtaining authority for rent-free non-interference use of Government Production and Research Property accountable under the the above contracts (H.4.1.) and successor contracts. If any Government Property becomes unavailable for use by the Contractor because of interference with another Government Program or otherwise, the provisions of FAR 52.245-2 (Government Property) (Alternate 1) shall apply.

H.5. OSHA AND EPA LAWS AND REGULATIONS

Order prices do not include any contingent cost for corrections to Government Production and Research Property, nor for related costs and penalties that may be incurred as a consequence of such property not being in compliance with OSHA and EPA regulatory requirements. If the noncompliance of any Government Production and Research Property with OSHA or EPA requirements causes an increase in the cost of, or the time required for the performance under any delivery order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided however, there shall be no adjustment for violations as a consequence of new Special Tooling and Special Test Equipment acquired nor for modification to existing Special Tooling and Special Test Equipment accomplished during performance of this contract. Notwithstanding this clause or pending negotiation of any equitable adjustment required under this clause, the Contractor is required to comply with all OSHA and EPA requirements. The Contractor will provide the Government written notice 30 days prior to incurring any cost required to comply with such requirements. In the event any standard is added, altered, modified, extended, delayed, postponed or otherwise changed subsequent to the date of definitization, the delivery order shall be equitably adjusted for costs associated with mandatory changes or other such changes the Government elects to implement.

H.6. SALES TO OTHER GOVERNMENT CONTRACTORS

H.6.1. The Contractor agrees that it shall sell to the Government and other Government Contractors (at any tier) for delivery during the term of this agreement on a non-interference basis such parts and/or components of the Abrams Tank, related systems, and other deliverables under this Order that it manufactures, as requested by the Contracting Officer, on fair and reasonable terms.

H.6.2. The Contractor agrees to use its best efforts to encourage its major subcontractors (items over \$100) as are requested by the Contracting Officer to agree to sell or perform for the Government or its other Contractors any supplies or processes (including computer software) made or furnished by the subcontractor under any delivery order on fair and reasonable terms.

H.7. MATERIAL COST

H.7.1. To assure conformance to the nuclear hardness requirement of SA-S00001C, the Contractor may use electronic material that is certified as being nuclear hard to the appropriate levels. Semiconductors and higher assemblies procured from the Radiation Tolerant Assured Supply and Support Center (RTASSC) are considered certified, to the levels and conditions specified on the corresponding White Sands Standard Drawings (WSDs). Additionally, a nuclear hardness Letter of Certification (LOC) from the RTASSC will meet this material requirement. The use of source controlled drawings to ensure compliance to nuclear hardness requirements is no longer required. The Contractor is not responsible for the nuclear hardness of electronic material procured using WSDs and LOCs from RTASSC, to the extent and under the conditions provided by the WSDs and LOCs.

H.8. NO-COST INCORPORATION OF ECPs, WAIVERS AND DEVIATIONS AND CONTRACTOR GENERATED CHANGES

H.8.1. Any Contractor approved changes (CR's, Waivers, Deviations) incorporated into the Abrams Derivative Vehicle Delivery Orders under this BOA shall be at no additional cost to the Government except as otherwise authorized by the Contracting Officer.

H.8.2. Those approved Engineering Changes (exclusive of VECs) applicable to Abrams derivative vehicles to be delivered under Delivery Orders under this BOA for which the estimate provided by the Contractor or the final negotiated amount applicable to the current and all following multi-year vehicle quantities, if applicable, reflects a total of +/- \$5,000 shall be incorporated at no cost to either party. In addition, those approved major waivers and deviations applicable to all supplies to be delivered under Delivery Orders under this BOA for which the estimate provided by the Contractor or the final negotiated amount, if applicable, reflects a reduction in work performed to produce the waiver or deviation material or reduction in value to the Government of \$5,000 or less shall be incorporated at no cost to either party. The Contractor shall provide data and analysis satisfactory to the Contracting Officer demonstrating reduction in work performed and/or reduction in value to the Government at the time the waivers and deviations are submitted for approval. Failure by the Contractor to provide adequate evidence supporting its no-cost analysis for waivers and deviations shall be cause for disapproval of these requests. All Contractor estimates shall be subject to validation by the Contracting Officer before a no-cost agreement is implemented. After validation, the Contracting Officer has the right to incorporate the engineering change, waiver or deviation by means of a unilateral modification to the Delivery Order. This clause H.8.2. applies to Government ECP's, RFW's, and RFD's.

H.9. SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT

H.9.1. Special Tooling and Special Test Equipment acquired or accountable under Contracts DAAE07-95-C-0292, DAAE07-98-C-N002, and

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DAAE07-00-C-N001 is hereby transferred to this Agreement upon completion of production under that contract.

H.9.2. In addition to its rights with respect to Special Tooling under the Special Tooling Clause (FAR 52.245-17) SPECIAL TOOLING (91-DEV-44), contained herein, the Government shall have the option to take title to all Special Test Equipment acquired or manufactured by the Contractor under the fixed price portion of the contract for use in the performance of this contract. Exercise of this title option and accountability of such Special Test Equipment shall be in accordance with the Special Tooling Clause.

H.9.3. Special Tooling and Special Test Equipment acquired by the Contractor under fixed price portions of Contracts DAAE07-95-C-0292, DAAE07-98-C-N002, and DAAE07-00-C-N001 or predecessor Abrams Tank, Egyptian Co-Production, or AIM Tank contracts is transferred to this Basic Ordering Agreement without exercise of specific disposition instructions upon completion of production thereunder. In addition, all Special Tooling and Special Test Equipment acquired under this or other concurrent Abrams Tank System contracts shall be accountable under this BOA. All disposition options under the Special Tooling clause shall remain available for disposition of these items under this BOA. Pending issuance of disposition instructions accountability shall be in accordance with the Special Tooling Clause.

H.9.4. The Contractor and the Government recognize that the Contractor currently has in its possession various items of Special Test Equipment and Special Tooling necessary for the manufacture of M1A2 Abrams Tanks under this contract to which the Government has acquired title under Contract DAAK30-77-C-0007 and the Capacity Engineering Support provisions of the prior Abrams tank production contracts and that such STE and ST are normally acquired under the fixed priced tank contract in the absence of the above referenced contractual arrangements. The parties further recognize that if is not in their mutual interest, practicable, nor of benefit to the Government for the Contractor to be required to comply with property administration procedures otherwise applicable to such items of Government property. Accordingly, the parties hereto agree that the Contractor shall modify, repair, replace and rehabilitate, as necessary, such items of Government property so as to assure their full suitability for the manufacture of M1A2 Abrams Tanks, at no further cost to the Government, and that the Contractor shall administer such Government property solely in accordance with the terms of the Special Tooling clause contained herein.

H.10. COMMINGLING OF MATERIAL

Commingling of Material, if authorized, will be addressed in individual Delivery Orders.

H.11. SUSTAINING SUPPORT

The parties agree that the prices of Delivery Orders awarded under this BOA are based on the continued availability of contract efforts under a STS contract for maintenance of the Abrams Tank and related vehicle Technical Data Package(s) and Technical Manuals.

H.12. SINGLE PROCESS INITIATIVES

The Contractor and the Government will incorporate the following Single Process Initiatives (SPIs) into Delivery Orders awarded under this BOA, with any resulting savings included in the negotiated price of delivery orders:

SINGLE PROCESS INITIATIVES

- a. EDI
- b. Tailored Data
- c. Streamlined FAT
- d. Discretionary Testing
- e. Contracting Out
- f. Standardized Pollution Prevention Program
- g. Standardized Subcontractor/Supplier Quality Assurance Program
- h. Standardized Physical Security Plan
- i. Material Review Board

H.13. PROGRESS PAYMENT IMPLEMENTATION

H.13.1. Where these CLINs are present, Progress Payments of any type do not apply to Delivery Order CLINS entitled, "Resolution of Damaged/Defective Government Material", and "Packaging, Crating, Handling and Transportation (PCH&T)".

H.13.2. Costs normally eligible for progress payments which apply to First Article Testing may be submitted for progress payment under Delivery Orders under this BOA, unless specifically prohibited in the Delivery Order, in accordance with clauses FAR 52.232-16/(APR/2003) PROGRESS PAYMENTS, DFARS 252.232-7002 (DEC 1991)/PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS and DFARS 252.232-7004 (OCT 2001).

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H.14. PLANT EMPLOYEE LAYOFF NOTIFICATION

(a) The purpose of this clause is to set forth the requirements for notification of contractor employee layoffs at Government Owned, Contractor Operated (GOCO) plants and plants operated under a Facility contract.

(b) These requirements are applicable when it is determined by the operating contractor that the circumstances require either the layoff of 100 or more contractor employees. These procedures do not apply to:

- (1) Furloughs or temporary layoffs (i.e., those which are expected to last for no more than 60 calendar days).
- (2) "Seasonal" layoffs consistent with the conditions of employment and identified to employees at the time of employment.
- (3) Layoffs of personnel whose duties are not in direct support of the basic GOCO or Facility contract (i.e., employees performing under "third party" contracts).
- (4) Plants with fewer than 50 contractor employees.

(c) The Contractor must notify the Procuring and Administrative Contracting Officers (PCO and ACO) at least 10 days before it gives notification to its employees of any plant closing or covered reduction in work force.

(d) The notification to the PCO and ACO will be in writing and include the following information: (reference DFARS 249-7001)

- (1) Name and location of the affected plant(s).
- (2) Name and address of contractor resource management representative.
- (3) Number of hourly personnel affected and date of proposed notification/separation.
- (4) Number of salary personnel affected and date of proposed notification/separation.
- (5) A statement which specifically identifies the reason for the layoff.
- (6) The estimated sum of the annual wages of the affected employees.
- (7) Number of contractor employees prior to layoff.
- (8) A draft of any proposed press and public announcement (or a statement that no announcement is contemplated), indicating who will receive the announcement and the exact time and date the information will be released.
- (9) A Statement of the anticipated impact on the company and the community.
- (10) The area labor category, and any known impact on hard core disadvantaged employment programs.
- (11) Total number of subcontractors involved and the impact in this area.

H.15. LATE, DEFECTIVE, AND MISSING GFM

If Abrams Derivative Vehicles are otherwise ready for acceptance except for late, defective, or missing GFM (but not GFM supplied by General Dynamics under separate contract), the Contractor may, at his discretion, elect conditional acceptance of vehicles as a remedy in place of an equitable adjustment to the Delivery Order. Any such conditional acceptance will require the withholding of a mutually agreed-to estimate of the cost to install the GFM for final acceptance. Any such conditional acceptance will release the Government from any claim for equitable adjustment relating to the late, defective, or missing GFM.

H.16. PROPOSAL COSTS

The effort of preparing change order and follow-on proposals under this BOA may be charged direct to current Abrams derivative vehicle delivery order(s) provided such effort is at no increase in the delivery order price.

H.17 Assets in Support of Spare Parts Orders

H.17.1 Applicability. This clause applies to the following orders:

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Delivery Order 0002	M1A1 AIM
Delivery Order 0003	M1A2 SEP AUT Tanks
Delivery Order 0004	Wolverine
Delivery Order 0006	M1A2/M1A2 SEP Retrofit Tanks
Delivery Order 0007	M1A2/M1A2 SEP Retrofit pilots (15th Year)

H.17.2 Procedure. The contractor, based on a written request from a PCO under this BOA, may divert production assets to support spare parts requirements.

H.17.3 Period of Performance. The period during which production assets may be used is one year from the date the modification is signed by both parties unless extended by mutual agreement.

H.17.4 Acceptance/Production Work-Arounds. If vehicles are otherwise ready for acceptance and the contractor is missing assets because of a diversion under this clause, the contractor may submit those vehicles for sale. The Government will conditionally accept provided that the vehicles, with the exception of the diverted items, otherwise meet the contracts requirements and provided that there is a reasonable withhold of payment for the missing items and associated labor. The contractor will provide a list of missing assets per vehicle; and will provide and install the assets when the assets are received.

H.17.5 Payment Impact. If a diversion of a production item causes the contractor to miss a performance based milestone, the contractor will be allowed to bill the percentage of the milestone that was accomplished by providing the records showing the production asset was diverted to a spares order.

H.17.6 Price Differential. Both parties anticipate that the contractor will transfer (CONTRANS) any diverted components from the production contract to the gaining spares contract. If the spares contract is an unpriced contract, the contractor might be inadvertently penalized by the lower cost of the production unit being used as an actual cost for the definitization of the spares price. To avoid this, both parties agree that the cost of the re-ordered component, not the transferred unit, will be used to definitized an unpriced spares contract.

H.18 DIVERSION OF ASSETS IN SUPPORT OF CONTINGENCY EXERCISES AND OPERATIONS

H.18.1 Applicability. This clause applies to the following orders:

Delivery Order 0002	M1A1 AIM
Delivery Order 0003	M1A2 SEP AUT Tanks
Delivery Order 0004	Wolverine
Delivery Order 0006	M1A2/M1A2 SEP Retrofit Tanks
Delivery Order 0007	M1A2/M1A2 SEP Retrofit pilots (15th Year)

H.18.2 Activation. This clause is activated by written notice from the Contracting Officer to the contractor in the event of a contingency exercise or operation.

H.18.3 Procedure Upon Activation.

H.18.3.1 Upon activation of this clause, the Contracting Officer may issue written diversion instructions to the contractor.

H.18.3.2 The Government instructions for diversion shall be in writing and will specify nomenclature, part number, quantity, and shipping instructions. The contractor shall acknowledge receipt of all diversion instructions.

H.18.3.3 Upon receipt of a written instruction to divert, the contractor shall divert available production assets, both contractor- and government-owned, to support contingency exercises and operations.

H.18.3.4 The contractor shall obtain assets for diversion in the following order of priority:

- from contractor-parts bins (if Contractor-Furnished Material); from GFM stores (if Government-Furnished Material);
- from Government-owned 18th year M1A2 AUT vehicles stored at LATP (and being converted to M1A2 SEPs);
- from the contractors production line; and
- from Government-owned vehicles accepted but not yet shipped from LATP.

H.18.4 Shipping and Transportation. Each written diversion authorization shall specify the ship-to address. The contractor shall ship using Fed Ex or another overnight shipping company under a USG provided GBL. The contractor shall provide written notification to the Government (ACO and PCO) within 48 hours of the shipment, confirming the shipment and the source (see H.18.3.4.) of the diversion.

H.18.5 Diversion Period. The period during which assets may be diverted is from the effective date of the activation notification through the end of the contingency exercise/operation or a one-year period, whichever is earlier.

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H.18.6 Re-imbursement of Costs.

H.18.6.1 The Government shall reimburse the contractor under STS Contract DAAE07-01-C-N075 or its successors, for costs as identified in H.18.6.2 and H.18.6.3. The activation notice in H.18.2 will designate the STS CLIN and Work Directive against which the contractor may charge these costs.

H.18.6.2 The contractor shall reorder any diverted components and replace the production assets.

H.18.6.3 The Government shall reimburse the contractor's incurred costs in accordance with the provisions of the STS contract for:

- a. Labor to pull, pack, crate, handle, and ship diverted assets.
- b. Transportation of the diverted assets;
- c. Any increase in the price of purchased replacement material over that of the material diverted and transferred to the STS contract;
- d. Labor to re-install any replacement item into a Government-owned vehicle or one on the production line and to re-test the replacement;
- e. Any work-around production labor specifically resulting from the diversion of components under this clause;
- f. Any negative impact to department efficiencies resulting from these diversion (note: this requires written PCO approval before any cost may be billed and paid)
- g. Labor to manage and report the diversions (H.18.9);
- h. Any indirect labor attributable to these diversions may be charged direct; and
- i. Any other allowable, direct costs that were caused solely by these diversions.

H.18.6.5 No diversion authorization given by the Government under this clause shall increase the estimated cost of the STS CLIN or any authorized amount on the STS work directive designated to reimburse this work. As provided in the Limitation of Cost clause of Contract DAAE07-01-C-N075 or its successors, this estimated cost is the maximum Government liability for reimbursement of costs resulting from diversion instructions issued pursuant to Clause H.18.. Also as provided in the Limitation of Cost clause, the contractor is not obligated to continue performance or incur costs in excess of the estimated cost of the STS CLIN.

H.18.7 Acceptance/Production Work-Arounds. If vehicles are otherwise ready for acceptance and the contractor is missing assets as a result of this action, the contractor may submit those vehicles for sale. The Government will conditionally accept provided that the vehicles, with the exception of the diverted items, otherwise meet the contracts requirements and, if applicable, provided that there is a mutually agreeable withhold of payment for any labor associated with the missing items that was included in the contract price and that has not yet been provided. (See H.18.7.1 below.) The contractor shall provide a list of missing assets per vehicle and shall install the assets and complete testing of the vehicle when the replacement assets are received.

H.18.7.1 Withholds. If an item has been installed, tested, and then removed because it is being used as a production slave as a result of a diversion under this clause (in other words, all labor included in the price has been provided under the production contract), then no withhold is required for the labor associated with the missing item. Should the total amount of withheld labor be less than \$750.00 per vehicle, the government will waive withhold on that vehicle. All withholds will be based to the maximum extent practicable on the standard hours on the contractors operations sheets and on the current six-month-average departmental efficiencies. For any withheld labor costs associated with the installation of diverted items missing from the delivered tanks that was included in the contract price, the contractor shall submit a proposal for an adjustment to the contract price. Should the Contractor be unable to complete the subassembly or vehicle level production processing due to a diverted item(s), the Government will accept the vehicle for sale.

H.18.8 Payment Impact. If a diversion of a production asset (including the combined effect of diversions under both H.17 and this clause H.18) causes the contractor to miss a billing of a performance based milestone, the contractor will be allowed to bill the percentage of the milestone that was accomplished by providing the records showing the production asset was diverted. (Note: this will require a contract modification revising the milestone.)

H.18.9 Reporting. The contractor shall track the diversion of all assets (including any vehicles from which the components have been pulled) and shall provide monthly to the ACO and the PCO a detailed report in contractor format documenting the diversions. As a minimum, the report shall identify: the date of diversion request; part numbers/quantities diverted; location from where assets diverted; date assets shipped; status of replacement activity; and the impact of diversion activity.

H.19 ADDITIONAL CLAUSES

H.19.1. See Attachment 005 for additional contract clauses that may apply.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>. See Attachment 005 for additional contract clauses that may apply.

*** END OF NARRATIVE I 002 ***

Status	Regulatory Cite	Title	Date
I-1	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-2	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-5	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-6	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-7	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-8 ADDED	52.222-3	CONVICT LABOR	JUN/2003
I-9 ADDED	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-10	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-11	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-12	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-13	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-14	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-15	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-16	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-17	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-18	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-19	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-20	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-21	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-22	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-23	52.227-9	REFUND OF ROYALTIES	APR/1984
I-24	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-25	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-28	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-31	52.232-25	PROMPT PAYMENT	OCT/2003
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-35	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-36	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-37	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-38	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-39	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-40	52.245-9	USE AND CHARGES	APR/1984
I-41	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-42	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-43	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-44	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-47	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-48	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 28 of 34
	PIIN/SIIN DAAE07-01-G-N001	MOD/AMD P00007	

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

Status	Regulatory Cite	Title	Date
I-49	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-50	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-51	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	APR/2003
I-52	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-53	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-54	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-55	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-56	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-57	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-58	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-59	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-60	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-61	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-62	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-63	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-64	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-65	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-66	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-67	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-68	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-69	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-70	52.223-7	NOTICE OF RADIOACTIVE MATERIALS	JAN/1997
<p>(a) The Contractor shall notify the Contracting Officer or designee, in writing on the DD Form 250 at time of delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).</p> <p>(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-</p> <p>(1) Be submitted in writing;</p> <p>(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and</p> <p>(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.</p> <p>(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.</p> <p>(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.</p> <p>(End of clause)</p>			
I-71 CHANGED	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

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(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

I-72 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Fire Extinguisher Systems in Crew Compartment and Portable Extinguishers contains HALON 1301, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

(End of clause)

I-73 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

[End of Clause]

I-74 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or

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affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-75 52.245-17 SPECIAL TOOLING (91-DEV-44) DEC/1989

(a) Definition. Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items that are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or performing particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items. Special tooling, for the purpose of this clause, does not include any item acquired by the Contractor before the effective date of this contract, or replacement of such items, whether or not altered or adapted for use in performing this contract, or items specifically excluded by the Schedule of this contract.

(b) Use of special tooling. The Contractor agrees to use the special tooling only in performing this contract or as otherwise approved by the Contracting Officer.

(c) Initial list of special tooling. If the Contracting Officer so requests, the Contractor shall furnish the Government an initial list of all special tooling acquired or manufactured by the Contractor for performing this contract (but see paragraph (d) for tooling that has become obsolete). The list shall specify the nomenclature, tool number, related product part number (or service performed), and unit or group cost of the special tooling. The list shall be furnished within 60 days after delivery of the first production end item under this contract unless a later date is prescribed.

(d) Changes in design. Changes in the design or specifications of the end items being produced under this contract may affect the interchangeability of end item parts. In such an event, unless otherwise agreed to by the Contracting Officer, the Contractor shall notify the Contracting Officer of any part not interchangeable with a new or superseding part. Pending disposition instructions, such usable tooling shall be retained and maintained by the Contractor.

(e) Contractor's offer to retain special tooling. The Contractor may indicate a desire to retain certain items of special tooling at the time it furnishes a list or notification pursuant to paragraphs (c), (d), or (h) of this clause. The Contractor shall furnish a written offer designating those items that it wishes to retain by specifically listing the items or by listing the particular products, parts, or services for which the items were used or designed. The offer shall be made on one of the following bases:

(1) An amount shall be offered for retention of the items free of any Government interest. This amount should ordinarily not be less than the current fair value of the items, considering, among other things, the value of the items to the Contractor for use in

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future work.

(2) Retention may be requested for a limited period of time and under terms as may be agreed to by the Government and the Contractor. This temporary retention is subject to final disposition pursuant to paragraph (i) of this clause.

(f) Property control records. The Contractor shall maintain adequate property control records of all special tooling in accordance with its normal industrial practice. The records shall be made available for Government inspection at all reasonable times. To the extent practicable, the Contractor shall identify all special tooling subject to this clause with an appropriate stamp, tag, or other mark.

(g) Maintenance. The Contractor shall take all reasonable steps necessary to maintain the identity and existing condition of usable items of special tooling from the date such items are no longer needed by the Contractor until final disposition under paragraph (i) of this clause. These maintenance requirements do not apply to those items designated by the Contracting Officer for disposal as scrap or identified as of no further interest to the Government under subparagraph (i)(4) of this clause. The Contractor is not required to keep unneeded items of special tooling in place.

(h) Final list of special tooling. When all or a substantial part of the work under this contract is completed or terminated, the Contractor shall furnish the Contracting Officer a final list of special tooling with the same information as required for the initial list under paragraph (c) of this clause. The final list shall include all items not previously reported under paragraph (c). The Contracting Officer may provide a written waiver of this requirement or grant an extension. The requirement may be extended until the completion of this contract together with the completion of other contracts and subcontracts authorizing the use of the special tooling under paragraph (b) of this clause. Special tooling that has become obsolete as a result of changes in design or specification need not be reported except as provided for in paragraph (d).

(i) Disposition instructions. The Contracting Officer shall provide the Contractor with disposition instructions for special tooling identified in a list or notice submitted under paragraphs (c), (d), or (h) of this clause. The instructions shall be provided within 90 days of receipt of the list or notice, unless the period is extended by mutual agreement. The Contracting Officer may direct disposition by any of the methods listed in subparagraphs (1) through (4) of this paragraph, or a combination of such methods. Any failure of the Contracting Officer to provide specific instructions within the 90-day period shall be construed as direction under subparagraph (i)(3).

(1) The Contracting Officer shall give the Contractor a list specifying the products, parts, or services for which the Government may require special tooling and request the Contractor to transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of special tooling that were designed for or used in the production or performance of such products, parts, or services and that were on hand when such production or performance ceased.

(2) The Contracting Officer may accept or reject any offer made by the Contractor under paragraph (e) of this clause to retain items of special tooling or may request further negotiation of the offer. The Contractor agrees to enter into the negotiations in good faith. The net proceeds from the Contracting Officer's acceptance of the Contractor's retention offer shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer.

(3) The Contracting Officer may direct the Contractor to sell, or dispose of as scrap, for the account of the Government, any special tooling reported by the Contractor under this clause. The net proceeds of all sales shall either be deducted from amounts due the Contractor under this contract or shall be otherwise paid to the Government as directed by the Contracting Officer. To the extent that the Contractor incurs any costs occasioned by compliance with such directions, for which it is not otherwise compensated, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(4) The Contracting Officer may furnish the Contractor with a statement disclaiming further Government interest or rights in any of the special tooling listed.

(j) Storage or shipment. The Contractor shall promptly transfer to the Government title to the special tooling specified by the Contracting Officer and arrange for either the shipment or the storage of such tooling in accordance with the final disposition instructions in subparagraph (i)(1) of this clause. Tooling to be shipped shall be properly packaged, packed, and marked in accordance with the directions of the Contracting Officer. Tooling to be stored shall be stored pursuant to a storage agreement between the Government and the Contractor, and as directed by the Contracting Officer. Tooling shipped or stored shall be accompanied by operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed. To the extent that the Contractor incurs costs for authorized storage or shipment under this paragraph and not otherwise compensated for, the contract price shall be equitably adjusted in accordance with the Changes clause of this contract.

(k) Subcontract provisions. In order to perform this contract, the Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontracts appropriate provisions to obtain Government rights comparable to the rights of the Government under this clause (unless the Contractor and the Contracting Officer agree that such rights are not of substantial interest to the Government). The Contractor agrees to exercise such rights for the benefit of the Government as directed by the Contracting Officer.

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[End of Clause]

I-76 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-77 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-78 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

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(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-79 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-80 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DD FORM 1423 DATA ITEMS		001	
Attachment 001	DELIVERY ORDER CLAUSE LIST		008	
Attachment 002	HEAVY NRC LICENSE		002	
Attachment 003	CIODS LIST		001	
Attachment 004	DD254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION		004	
Attachment 005	DELIVERY ORDER CLAUSE LIST		004	

SECTION J

LIST OF SECTIONS, EXHIBITS, AND ATTACHMENTS

SECTION	TITLE
B	SUPPLIES/SERVICES & PRICES
C	DESCRIPTION/SPECIFICATIONS
D	PRESERVATION/PACKAGING/PACKING
E	INSPECTION & ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
G	CONTRACT ADMINISTRATIVE DATA
H	SPECIAL PROVISIONS
I	GENERAL PROVISION
J	LIST OF SECTIONS, EXHIBITS AND ATTACHMENTS

*** END OF NARRATIVE J 001 ***

EXHIBIT A

CONTRACT DATA REQUIREMENT LIST

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: Abrams M1A2 SEP tank	E. CONTRACT/PR NO.: DAAE07-01-G-N001	F. CONTRACTOR: GDLS

1. DATA ITEM NO. A001		
2. TITLE OF DATA ITEM: Contractor NRC License and/or amendments		
3. SUBTITLE: NRC License		
4. AUTHORITY: Attachment 002 DAAE07-01-G-N001	5. CONTRACT REFERENCE: Atch 002	
6. REQUIRING OFFICE: AMSTA-CM-PS	7. DD250 REQ: No	8. APP CODE:
9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: See 16.	11. AS OF DATE:
12. DATE OF FIRST SUB: 30 Days ARA	13. DATE OF SUBS. SUB: As required	

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	TACOM SAFETY OFFICE (AMSTA-CM-PS) lapujenk@tacom.army.mil			1
	LATP SAFETY OFFICE (DLA-DPRO) jcferguson@dcmdc.dcma.mil			1
	15. TOTAL:			2

16. REMARKS:
30 days after receipt of award provide a copy of the NRC License (if not previously provided) and all amendments (if not previously provided). Report is to be electronic to the above addresses. Provide a copy of any amendments within 30 days of their being incorporated.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
------------------	----------------------------

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: Abrams M1A2 SEP tank	E. CONTRACT/PR NO.: DAAE07-01-G-N001	F. CONTRACTOR: GDLS

1. DATA ITEM NO. A002		
2. TITLE OF DATA ITEM: Contractor M1A2 HA Delivered Tanks		
3. SUBTITLE: Shipping Report		
4. AUTHORITY: Attachment 002 DAAE07-01-G-N001	5. CONTRACT REFERENCE: Atch 002	
6. REQUIRING OFFICE: AMSTA-CM-PS	7. DD250 REQ: No	8. APP CODE:
9. DIST. STATEMENT REQUIRED:	10. FREQUENCY: See 16.	11. AS OF DATE:
12. DATE OF FIRST SUB: 30 Days ARA	13. DATE OF SUBS.	14. SUB: Quarterly

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	TACOM SAFETY OFFICE (AMSTA-CM-PS) lapujenk@tacom.army.mil			1
	LATP SAFETY OFFICE (DLA-DPRO) jcferguson@dcmdc.dcma.mil			1
	15. TOTAL:			2

16. REMARKS:
Report the number and ship-to address of Abrams Derivative Vehicles with Heavy Armor shipped from the Lima Army Tank Plant. Report is to be electronic to the above addresses.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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G. PREPARED BY: Michael Reese	I. APPROVED BY:
H. DATE: 11/3/00	J. DATE:

ATTACHMENT 001

GENERAL PROVISIONS

FOR DELIVERY ORDERS UNDER THIS BOA

R Clauses are Required by FAR/DFARS 1 clauses apply to all Delivery Orders
O Clauses are Optional FAR/DFARS clauses 2 clauses apply to FFP Delivery Orders
3 clauses apply to Cost Delivery Orders
R Clauses Required by FAR/DFARS
R1 Required Clauses on ALL DELIVERY ORDERS

R1.1 Required Clauses, All Delivery Orders, Cost and FFP

BOA		CLAUSE THRES-					
<u>FAR/DFAR REF.</u>	<u>SEC</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>NUMBER</u>	<u>HOLD</u>	<u>TYPE</u>	
252.225-7001	H	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	Mar-98	Y1	25K	BOTH	
252.225-7002	H	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	Dec-91	Y2	25K	BOTH	
252.225-7009	H	DUTY-FREE ENTRY-QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	Aug-00	Y3	25K	BOTH	
252.231-7000	H	SUPPLEMENTAL COST PRINCIPLES	Dec-91	Y4	25K	BOTH	
252.246-7000	H	MATERIAL INSPECTION AND RECEIVING REPORT	Dec-91	Y5	25K	BOTH	
252.246-7001	H	WARRANTY OF DATA	Dec-91	Y6	25K	BOTH	
52.204-4005	H	REQUIRED USE OF ELECTRONIC COMMERCE - TACOM	May-00	Y7	25K	BOTH	
252.204-7003	I	CONTROL OF GOERMENT PERSONNEL WORK PRODUCT	Apr-92	Y8	25K	BOTH	
252.211-7005	I	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	Mar-99	Y9	25K	BOTH	
252.215-7000	I	PRICING ADJUSTMENTS	Dec-91	Y10	25K	BOTH	
252.225-7017	I	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	Feb-00	Y11	25K	BOTH	
252.225-7025	I	RESTRICTION ON ACQUISITION OF FORGING	Jun-97	Y12	25K	BOTH	
252.225-7031	I	SECONDARY ARAB BOYCOTT OF ISRAEL	Jun-92	Y13	25K	BOTH	
52.203-6	I	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Jul-95	Y14	25K	BOTH	
52.204-4009	I	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (TACOM)	Jun-99	Y15	25K	BOTH	
52.209-6	I	PROTECTING THE GOVT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	Jul-95	Y16	25K	BOTH	
52.211-5	I	MATERIAL REQUIREMENTS	Aug-00	Y17	25K	FFP	
52.215-8	I	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	Oct-97	Y18	25K	BOTH	
52.211-15	I	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	Sep-90	Y19	25K	FFP	
52.222-1	I	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	Feb-97	Y20	25K	BOTH	
52.222-21	I	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	Y21	25K	BOTH	
52.222-35	I	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	Apr-98	Y22	25K	BOTH	
52.222-36	I	AFFIRMATIVE ACTION FOR WORKERS WITH DISABIITIIES	Jun-98	Y23	25K	BOTH	
52.222-37	I	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	Jan 99	Y24	25K	BOTH	
52.223-11	I	OZONE DEPLETING SUBSTANCES	Jun-96	Y25	25K	BOTH	
52.225-13	I	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Jul-00	Y26	25K	BOTH	
52.232-23	I	ASSIGNMENT OF CLAIMS	Jan-86	Y27	25K	BOTH	
52.232-25	I	PROMPT PAYMENT	Jan-86	Y28	25K	BOTH	
52.232-33	I	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	May-99	Y29	25K	BOTH	
52.233-1	I	DISPUTES (ALTERNATE I, DATED DEC 1991)	Dec-98	Y30	25K	BOTH	
52.244-6	I	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	Oct-98	Y31	25K	BOTH	
52.252-2	I	CLAUSES INCORPOATED BY REFERENCE	Feb-98	Y32	25K	BOTH	
52.252-6	I	AUTHORIZED DEVIATIONS IN CLAUSES	Apr-84	Y33	25K	BOTH	
52.253-1	I	COMPUTER GENERATED FORMS	Jan-91	Y34	25K	BOTH	

R1.2 Required Clauses, \$10,000 or more Delivery Order, Cost and FFP

52.222-20	I	WALSH-HEALEY PUBLIC CONTRACTS ACT	Dec-96	Y35	10K	BOTH	
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52.222-26	I	EQUAL OPPORTUNITY	Feb-99	Y36	10K	BOTH
R1.3 Required Clauses, \$100,000 or more Delivery Order, Cost and FFP						
252-242-7004	H	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	Dec-00	Y37	100K	BOTH
252.203-7001	I	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES	Mar-99	Y38	100K	BOTH
252.209-7000	I	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	Nov-95	Y39	100K	BOTH
252.209-7004	I	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST CONTRY	Mar-98	Y40	100K	BOTH
252.225-7012	I	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	Aug-00	Y41	100K	BOTH
252.225-7014	I	PREFERENCE FOR DOMESTIC SPECIALITY METALS (ALT 1)	Mar-98	Y42	100K	BOTH
252.225-7016	I	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	Dec-00	Y43	100K	BOTH
252.244-7000	I	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	Mar-00	Y44	100K	BOTH
252.247-7023	I	TRANSPORTATION OF SUPPLIES BY SEA	Nov-95	Y45	100K	BOTH
52.202-1	I	DEFINITIONS	Oct-95	Y46	100K	BOTH
52.203-10	I	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	Y47	100K	BOTH
52.203-12	I	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Jun-97	Y48	100K	BOTH
52.203-3	I	GRATUITIES	Apr-84	Y49	100K	BOTH
52.203-5	I	COVENANT AGAINST CONTINGENT FEES	Apr-84	Y50	100K	BOTH
52.203-7	I	ANTI-KICKBACK PROCEDURES	Jul-95	Y51	100K	BOTH
52.203-8	I	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	Y52	100K	BOTH
52.204-4	I	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00	Y53	25K	BOTH
52.215-2	I	AUDIT AND RECORDS- NEGOTIATIONS	Jun-99	Y54	10K	BOTH
52.215-14	I	INTEGRITY OF UNIT PRICES (ALTERNATE I, OCTO 97)	Oct-97	Y55	100K	BOTH
52.219-8	I	UTILIZATION OF SMALL BUSINESS CONCERNS	Oct-00	Y56	100K	BOTH
52.222-4	I	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	Sep-00	Y57	100K	BOTH
52.223-6	I	DRUG FREE WORKPLACE	Jan-97	Y58	100K	BOTH
52.227-2	I	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96	Y59	100K	BOTH
52.232-17	I	INTEREST	Jun-96	Y60	100K	BOTH
52.242-13	I	BANKRUPTCY	Jul-95	Y61	100K	BOTH
52.246-23	I	LIMITATION OF LIABILITY	Feb-97	Y62	100K	BOTH
R1.4 Required Clauses, \$500,000 or more Delivery Order, Cost and FFP						
252.205-7000	H	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	Dec-91	Y63	25K	BOTH
52.246-4026	H	LOCAL ADDRESSES FOR DD FORM 250-TACOM	Apr-00	Y64	500K	BOTH
252.219-7003	I	SMALL, SMALL DISADVANTAGED AND WOMEN-OWENED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	Apr-96	Y65	500K	BOTH
252.225-7026	I	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	Jun-00	Y66	500K	BOTH
52.215-10	I	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	Oct-97	Y67	500K	BOTH
52.215-12	I	SUBCONTRACTOR COST OR PRICING DATA	Dec-00	Y68	500K	BOTH
52.215-21	I	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS ALT III	Oct-97	Y69	500K	BOTH
52.219-16	I	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	Y70	500K	BOTH
52.219-9	I	SMALL BUSINESS SUBCONTRACTING PLAN	Oct-00	Y71	500K	BOTH
52.226-1	I	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	Jun-00	Y72	500K	BOTH
52.230-2	I	COST ACCOUNTING STANDARDS	Apr-98	Y73	500K	BOTH

52.230-6 I ADMINISTRATION OF COST ACCOUNTING STANDARDS Nov-99 Y74 500K BOTH

R1.5 Required Clauses, \$1,000,000 or more Delivery Order, Cost and FFP

52.243-7 I NOTIFICATION OF CHANGES Apr-84 Y75 100K BOTH

R2. REQUIRED FAR/DFARS CLAUSES FOR FIRM FIXED PRICE ONLY DELIVERY ORDERS

R2.1 Required Clauses, Firm Fixed Price Only Delivery Orders

52.211-16	F	VARIATION IN QUANTITY	Apr-84	Y76	25K	FFP
52.242-17	F	GOVERNMENT DELAY OF WORK	Apr-84	Y77	25K	FFP
252.243-7001	I	PRICING OF CONTRACT MODIFICATIONS	Dec-91	Y78	25K	FFP
52.227-1	I	AUTHORIZATION AND CONSENT	Jul-95	Y79	25K	FFP
52.229-5	I	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	Apr-84	Y80	25K	FFP
52.232-1	I	PAYMENTS	Apr-84	Y81	25K	FFP
52.232-11	I	EXTRAS	Apr-84	Y82	25K	FFP
52.232-8	I	DISCOUNTS FOR PROMPT PAYMENT	May-97	Y83	25K	FFP
52.233-3	I	PROTEST AFTER AWARD	Aug-96	Y84	25K	FFP
52.242-12	I	REPORT OF SHIPMENT (REPSHIP)	Jul-95	Y85	25K	FFP
52.243-1	I	CHANGES-FIXED PRICE	Jul-95	Y86	25K	FFP

R2.2 Required Clauses, \$100,000 or more, Firm Fixed Price Only Delivery Orders

52.229-4	I	FEDERAL, STATE, AND LOCAL TAXES	Jan-91	Y87	100K	FFP
52.246-16	E	RESPONSIBILITY FOR SUPPLIES	Apr-84	Y88	100K	FFP
52.246-2	E	INSPECTION OF SUPPLIES-FIXED PRICE	Aug-96	Y89	100K	FFP
52.248-1	I	VALUE ENGINEERING	Feb-00	Y90	100K	FFP
52.249-2	I	TERMINATION FOR CONVENIENCE OF THE GOVT (FFP)	Sep-96	Y91	100K	FFP
52.249-8	I	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	Apr-84	Y92	100K	FFP

R3 REQUIRED FAR/DFARS CLAUSES FOR COST ONLY DELIVERY ORDERS

R3.1. Required Clauses, all Cost Delivery Orders

52.246-3	E	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	Apr-84	Y93	25K	COST
52.242-15	F	STOP-WORK ORDER	Aug-89	Y94	25K	COST
252.234-7001	H	EARNED VALUE MANAGEMENT SYSTEMS	Mar-98	Y95	25K	COST
52.227-1	I	AUTHORIZATION AND CONSENT (ALTERNATE I)	Jul-95	Y96	25K	COST
52.228-7	I	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96	Y97	25K	COST
52.233-3	I	PROTEST AFTER AWARD (ALTERNATE I)	Jun-85	Y98	25K	COST
52.242-1	I	NOTICE OF INTENT TO DISALLOW COSTS	Apr-84	Y99	25K	COST
52.243-2	I	CHANGES-COST REIMBURSEMENT	Aug-87	Y100	25K	COST
52.249-14	I	EXCUSABLE DELAYS	Apr-84	Y101	25K	COST
52.249-6	I	TERMINATION (COST REIMBURSEMENT)	Sep-96	Y102	25K	COST

R3.2 Required Clauses, \$100,000 or more, Cost Only Delivery Orders

52.222-2	I	OVERTIME PREMIUMS (FILL IN)	Jul-90	Y103	100K	COST
52.244-2	I	SUBCONTRACTS (ALTERNATE I)	Aug-98	Y104	100K	COST
52.245-5	I	GOVT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR HOUR CONTRACTS) DEVIATION, PER DAR TRACKING NUMBER 99-00008, 13 JULY 99	Jan-86	Y105	100K	COST

R3.3 Required Clauses, \$500,000 or more, Cost Only Delivery Orders

52.242-3	I	PENALTIES FOR UNALLOWABLE COSTS	Oct-95	Y106	500K	COST
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O. OPTIONAL FAR/DFARS CLAUSES

O1 OPTIONAL FAR/DFARS CLAUSES USED ON ALL DELIVERY ORDERS

O1.1 Optional Clauses, All Cost and FFP Delivery Orders
TACOM C SUPPLEMENTAL SOW; TAILORING MIL-L-61002

TACOM	C	TO ELIMINATE CIODS	Jul-95	N1	25K	BOTH
		SUPPLEMENTAL SOW; TAILORING MIL-STD-129				
		TO ELIMINATE CIODS	Jul-95	N2	25K	BOTH
52.211-4013	D	BAR CODE MARKINGS	Feb-97	N3	25K	BOTH
52.247-4004	D	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	Jan-91	N4	25K	BOTH
52.246-11	E	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	Feb-99	N5	25K	BOTH
52.246-4028	E	INSPECTION POINT: ORIGIN	Feb-94	N6	25K	BOTH
52.246-4029	E	ACCEPTANCE POINT: ORIGIN	Feb-98	N7	25K	BOTH
TACOM	E	SUPPLEMENTAL SOW, FASTENER QUALITY ASSURANCE REQ	Sep-92	N8	25K	BOTH
52.225-4000	F	VERIFICATION OF FOREIGN MILITARY SALES				
		(FMS) ADDRESSES	Apr-00	N9	25K	BOTH
52.247-29	F	F.O.B. ORIGIN	Jun-88	N10	25K	BOTH
52.247-34	F	F.O.B. DESTINATION	Nov-91	N11	25K	BOTH
52.247-4005	F	SHIPMENT OF SUPPLIES AND DETENTION OF				
		CARRIERS EQUIPMENT	Oct-94	N12	25K	BOTH
52.247-58	F	LOADING, BLOCKING, AND BRACING OF FREIGHT				
		CAR SHIPMENTS	Apr-84	N13	25K	BOTH
52.247-59	F	F.O.B. ORIGIN-CARLOAD AND TRUCKLOAD SHIPMENTS	Apr-84	N14	25K	BOTH
52.247-65	F	F.O.B. ORIGIN-PREPAID FREIGHT-SMALL				
		PACKAGE SHIPMENTS	Jan-91	N15	25K	BOTH
252.201-7000	G	CONTRACTING OFFICER'S REPRESENTATIVE	Dec-91	N16	25K	BOTH
52.204-7008	G	MANDATORY USE OF GOVT TO GOVT ELECTRONIC				
		COMMUNICATION	Jun-99	N17	25K	BOTH
252.204-7000	H	DISCLOSURE OF INFORMATION	Dec-91	N18	25K	BOTH
252.211-7000	H	ACQUISITION STREAMLINING	Dec-91	N19	25K	BOTH
252.223-7006	H	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC				
		AND HAZARDOUS MATERIALS	Apr-93	N20	25K	BOTH
252.225-7008	H	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	Mar-98	N21	25K	BOTH
252.225-7027	H	RESTRICTION ON CONTINGENT FEES FOR FMS	Mar-98	N22	25K	BOTH
252.225-7032	H	WAIVER OF UNITED KINGDOM LEVIES	Oct-92	N23	25K	BOTH
252.227-7036	H	DECLARATION OF TECHNICAL DATA CONFORMITY	Jan-97	N24	25K	BOTH
252.227-7037	H	VALIDATION OF RESTRICTIVE MARKINGS ON				
		TECHNICAL DATA	Sep-99	N25	25K	BOTH
252.235-7003	H	FREQUENCY AUTHORIZATION	Dec-91	N26	25K	BOTH
252.239-7016	H	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES,				
		TECHNIQUES AND SERVICES	Dec-91	N27	25K	BOTH
252.249-7002	H	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION				
		OR REDUCTION	Dec-96	N28	25K	BOTH
252.204-7004	I	REQUIRED CENTRAL CONTRACTOR REGISTRATION	Sep-99	N29	25K	BOTH
252.204-7005	I	SECURITY REQUIREMENTS	Aug-99	N30	25K	BOTH
252.215-7002	I	COST ESTIMATING SYSTEM REQUIREMENTS	Oct-98	N31	25K	BOTH
252.223-7004	I	DRUG-FREE WORK FORCE	Sep-88	N32	25K	BOTH
252.225-7015	I	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	Dec-91	N33	25K	BOTH
252.227-7014	I	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND				
		NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	Jun-95	N34	25K	BOTH
252.227-7016	I	RIGHTS IN BID OR PROPOSAL INFORMATION	Jun-95	N35	25K	BOTH
252.227-7019	I	VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER				
		SOFTWARE	Jun-95	N36	25K	BOTH
252.225-7024	I	RESTRICTION ON ACQUISITION OF NIGHT VISION				
		IMAGE INTENSIFIER TUBES AND DEVICES	Dec-91	N37	25K	BOTH
252.225-7030	I	RESTRICTION ON ACQUISITION OF CARBON, ALLOY,				
		AND ARMOR STEEL PLATE	Oct-92	N38	25K	BOTH
252.227-7013	I	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	Nov-95	N39	25K	BOTH
252.227-7017	I	IDENTIFICATION AND ASSERTION OF USE, RELEASE,				
		OR DISCLOSURE RESTRICTIONS	Jun-95	N40	25K	BOTH
252.227-7020	I	RIGHTS IN SPECIAL WORKS	Jun-95	N41	25K	BOTH
252.227-7025	I	LIMITATIONS ON THE USE OR DISCLOSURE OF				
		GOVERNMENT-FURNISHED INFORMATION MARKED WITH				
		RESTRICTIVE LEGENDS	Jun-95	N42	25K	BOTH
252.227-7026	I	DEFERRED DELIVERY OF TECHNICAL DATA OR				
		COMPUTER SOFTWARE	Apr-88	N43	25K	BOTH
252.227-7027	I	DEFERRED ORDERING OF TECHNICAL DATA OR				
		COMPUTER SOFTWARE	Apr-88	N44	25K	BOTH

252.227-7030	I	TECHNICAL DATA WITHHOLDING OF PAYMENT	Oct-98	N45	25K	BOTH
252.242-7000	I	POST AWARD CONFERENCE	Dec-91	N46	25K	BOTH
252.242-7003	I	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	Dec-91	N47	25K	BOTH
252.245-7001	I	REPORTS OF GOVERNMENT PROPERTY	May-94	N48	25K	BOTH
52.204-2	I	SECURITY REQUIREMENTS	Aug-96	N49	25K	BOTH
52.215-11	I	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	Oct-97	N50	25K	BOTH
52.215-13	I	SUBCONTRACTOR COST OR PRICING DATA-MODS	Oct-97	N51	25K	BOTH
52.215-15	I	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Dec-98	N52	25K	BOTH
52.215-18	I	REVERSION OR ADJT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS	Oct-97	N53	25K	BOTH
52.215-19	I	NOTIFICATION OF OWNERSHIP CHANGES	Oct-97	N54	25K	BOTH
52.215-9	I	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	Oct-97	N55	25K	BOTH
52.222-29	I	NOTIFICATION OF VISA DENIAL	Feb-99	N56	25K	BOTH
52.223-5	I	POLLUTION PREVENTION AND RIGHT -TO-KNOW INFORMATION	Apr-98	N58	25K	BOTH
52.223-7	I	NOTICE OF RADIOACTIVE MATERIALS	Jan-97	N59	25K	BOTH
52.232-9	I	LIMITATION ON WITHHOLDING OF PAYMENTS	Apr-84	N60	25K	BOTH
52.223-10	I	WASTE REDUCTION PROGRAM	Aug-00	N61	25K	BOTH
52.233-3	I	PROTEST AFTER AWARD (ALT I)	Jun-85	N62	25K	BOTH
52.234-1	I	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	Dec-94	N63	25K	BOTH
52.242-10	I	F.O.B. ORIGIN-GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	Apr-84	N64	25K	BOTH
52.242-4	I	CERTIFICATION OF INDIRECT COSTS	Jan-97	N65	25K	BOTH
52.243-6	I	CHANGE ORDER ACCOUNTING	Apr-84	N66	25K	BOTH
52.245-17	I	SPECIAL TOOLING	Dec-89	N67	25K	BOTH
52.245-18	I	SPECIAL TEST EQUIPMENT	Feb-93	N68	25K	BOTH
52.247-1	I	COMMERCIAL BILL OF LADING NOTATIONS	Apr-84	N69	25K	BOTH

01.2 Optional Clauses, \$10,000 or more Cost and FFP Delivery Orders
None

01.3 Optional Clauses, \$100,000 or more Cost and FFP Delivery Orders

252.225-7010	H	DUTY-FREE ENTRY-ADDITIONAL PROVISIONS	Aug-00	N70	100K	BOTH
252.247-7024	I	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	Mar-00	N71	100K	BOTH
252.248-7000	I	PREPERATION OF VECPS	May-94	N72	100K	BOTH
52.225-8	I	DUTY-FREE ENTRY	Feb-00	N73	100K	BOTH
52.244-5	I	COMPETITION IN SUBCONTRACTING	Dec-96	N74	100K	BOTH
52.246-24	I	LIMITATION OF LIABILITY	Feb-97	N75	100K	BOTH
52.247-63	I	PREFERENCE FOR U.S. FLAG AIR CARRIERS	Jan-97	N76	100K	BOTH

01.4 Optional Clauses, \$5,000,000 or more Cost and FFP Delivery Orders

252.203-7002	H	DISPLAY OF DOD HOTLINE POSTER	Dec-91	N77	5000K	BOTH
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02 OPTIONAL FAR/DFARS CLAUSES USED ON FIRM FIXED PRICE DELIVERY ORDERS

02.1 Optional Clauses, All FFP Delivery Orders

52.247-4008	F	CONTRACTOR-MAILED SPARE PARTS AND EQUIPMENT TO APO/FPO	Feb-91	N78	25K	FFP
52.247-52	F	CLEARANCE AND DOCUMATION REQUIREMENTS-SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	Apr-84	N79	25K	FFP
52.247-55	F	F.O.B. POINT DELIVERY OF GOVT FURNISHED PROPERTY	Apr-84	N80	25K	FFP
252.225-7028	H	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	Dec-91	N81	25K	FFP
252.232-7002	H	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITION	Dec-91	N82	25K	FFP
252.232-7004	H	DOD PROGRESS PAYMENT RATES	Feb-96	N83	25K	FFP
52.232-16	H	PROGRESS PAYMENTS	Mar-00	N84	25K	FFP
52.232-16	H	PROGRESS PAYMENTS (ALT III, DATED MAR 2000)	Mar-00	N85	25K	FFP
52.227-9	I	REFUND OF ROYALTIES	Apr-84	N86	25K	FFP

52.245-9	I	USE AND CHARGES	Apr-84	N87	25K	FFP
O2.2 Optional Clauses, \$10,000 to \$99,999 FFP Delivery Orders						
52.249-1	I	TERMINATION FOR CONVENIENCE OF THE GOVT (FFP)(SHORT FORM)	Apr-84	N88	10K-99.9K	FFP
O2.3 Optional Clauses, \$100,000 or more FFP Delivery Orders						
52.245-2	I	GOVT PROPERTY (FP CONTRACT) (ALT I)	Dec-89	N89	100K	FFP
O2.4 Optional Clauses, \$500,000 or more FFP Delivery Orders						
NONE						
O3 OPTIONAL FAR/DFARS CLAUSES USED ON COST DELIVERY ORDERS						
O3.1 Optional Clauses, All Cost Delivery Orders						
52.247-48	F	F.O.B. Destination - Evidence of Shipment	Jul-95	N90	25K	COST
52.216-4008	H	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	Jun-89	N91	25K	COST
52.216-10	I	INCENTIVE FEE	Mar-97	N92	25K	COST
52.216-11	I	COST CONTRACT - NO FEE	Apr-98	N93	25K	COST
52.216-12	I	COST SHARING CONTRACT-NO FEE	Apr-84	N94	25K	COST
52.216-7	I	ALLOWABLE COST AND PAYMENT	Mar-00	N95	25K	COST
52.216-8	I	FIXED FEE	Mar-97	N96	25K	COST
52.227-10	I	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	Apr-84	N97	25K	COST
52.227-12	I	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	Jan-97	N98	25K	COST
52.232-20	I	LIMITATION OF COST	Apr-84	N99	25K	COST
52.232-22	I	LIMITATION OF FUNDS	Apr-84	N100	25K	COST
52.247-67	I	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GSA FOR AUDIT	Feb-95	N101	25K	COST
O3.2 Optional Clauses, \$10,000,000 or more Cost Delivery Order						
252.242-7005	I	COST/SCHEDULE STATUS REPORT	Mar-98	N102	10000K	COST

ATTACHMENT 002

GDLS NUCLEAR REGULATORY COMMISSION LICENSE REQUIREMENT, LATP

GDLS NUCLEAR REGULATORY COMMISSION LICENSE REQUIREMENTS, LATP

The following provisions shall be followed by General Dynamics Land Systems Inc. (GDLS)

1. GDLS shall have a NRC license which complies with 10 CFR 40 to include: as applicable provisions of NRC License SUB 1536, and other regulatory guidance for incorporation of regulatory requirements into the application; preparation and submission of correspondence to NRC and other regulatory agencies for binding interpretations of regulations to be cited in the application, drafting and editing of application package; review of application by cognizant GDLS management. The above also will be true of any renewals or amendments to the license. The NRC license shall cover all facets of operation planned by the Contractor to include any vehicle or component/material containing DU under the Contractor's accountability. This includes, but is not limited to, vehicles and components/material under Research, Development, Test, and Engineering (RDT&E) contracts, Abrams tank production contracts, systems engineering and logistics contracts, and leased vehicles.
2. GDLS will have a Waiver for Preparation of a Decommissioning Plan in accordance with 10 CFR 40.36 and 40.42 to include: preparation of financial assurance certification; development of final survey specifications to include measurement methodologies and sampling locations; designation of documentation to be presented to NRC upon decommissioning; development of decommissioning schedule; development of facility decontamination plan; drafting and editing; plan review by cognizant GDLS management. The Waiver will be based upon the waiver currently held by TACOM under NRC License SUB-1536.
3. GDLS shall perform as necessary a revision of radiation control procedures to include: review of current GDLS radiation control procedures for incorporation of changes in program requirements and structure effected by GDLS acquisition of NRC license; drafting and editing; review by cognizant GDLS management.
4. GDLS shall perform as necessary a revision of training materials and preparation of training to include: changes in program requirements and structure effected by GDLS acquisition of NRC license; drafting and editing; review by cognizant GDLS management.
5. A copy of the NRC License or Agreement State License or foreign license and all amendments shall be provided to the DLA DPRO-LATP Safety Office and the TACOM Safety Office (AMSTA-CM-PS) within fifteen (15) days of obtaining the license/amendment IAW CDRL A001.
6. Scope of the NRC license and GDLS radiation control responsibility shall cover all Heavy Armor (DU) activities at General Dynamics Land Systems Inc. (GDLS) under their operational control, to include using, demonstrating, testing, research and development efforts, maintenance, storage, and transportation of DU. The license will cover Heavy Armor tanks before and after they have been DD250'd (delivered), as long as the vehicles are under the operational control of GDLS. Locations where these activities are to be conducted, ie. other GDLS facilities or at other locations must be addressed in the NRC license. Responsibility for delivered vehicles under US Armed Forces operational control shall revert to TACOM. Responsibility for DU target use will be with the testing organization.
7. Radioactive waste and items chosen not to be decontaminated nor reused for similar purposes, along with items that cannot be decontaminated using reasonable means, shall be disposed of by the Contractor IAW NRC or Agreement Statement Regulations, foreign country regulations, DOT regulations, and radioactive waste disposal site regulations as applicable. Disposal costs accrued during the period of performance of this contract shall be chargeable to this contract.
8. In the event the NRC or an Agreement State counterpart conducts an inspection during the course of the Contract, a copy of the subsequent inspection findings, and the Contractor's reply shall be provided IAW CDRL TBD, to the DLA DPRO-LATP and TACOM Safety Office (AMSTA-CM-PS) within a week of the Contractor's reply.
9. The Contractor shall provide the following report on a quarterly basis to the DLA-DPRO LATP Safety Office and TACOM Safety Office (AMSTA-CM-PS): the number of delivered M1A2 tanks with heavy armor shipped out to the field as described in CDRL A002.
10. The Contractor and any subcontractor shall comply with AR 11-9 "Army Radiation Protection Program".
11. The Contractor and any subcontractor shall comply with the provisions of 10 CFR, especially Parts 19, 20, and 21 or the equivalent State Regulations or comparable foreign regulations, if applicable. The Contractor and any subcontractor shall also comply with other 10 CFR regulations which deal with the manufacturing, handling, and disposal of the radioactive material to be used.

12. The Contractor and any subcontractor shall comply with AMC Handbook, AMC HDBK 385-1.1-89, "Safety Procedures for Processing Depleted Uranium"

13. The contractor and any subcontractor shall comply with the intent of the NRC Regulatory Guides 8.9, 8.10, 8.11, 8.13, 8.15 and any other regulatory guides as may subsequently be published that include provisions for keeping exposures to personnel As Low As Reasonably Achievable (ALARA).

14. The Contractor and any subcontractor shall comply with the safety requirements for radioactive materials of Government installations for which the Contractor has been granted Rent-Free-Use under this Contract. The Contractor shall maintain an uncontaminated facility as well as uncontaminated equipment.

15. The items called for by this contract require that the contractor use materials which are radioactive. The following special provisions shall apply to the Contractor and any subcontractors under this contract who directly manufacture DU, or who subsequently assemble components that contain the DU end item itself. (Clarifications: 1. DU manufacturing operations include green salt reduction through final machining of the actual DU item. 2. The term "Contractor" is also used to connote the term "SubContractor").

15.1 The Contractor shall maintain a current Radiation Safety Program for the Lima Army Tank Plant and other locations under GDLS' operational control (e.g., as applicable monitoring program, engineering controls, administrative controls, respirator program, housekeeping, etc.). This plan is to be provided initially and as changes occur to the DLA DPRO-LATP Safety Office and TACOM Safety Office (AMSTA-CM-PS) IAW CDRL TBD. However, if this information has been submitted and found acceptable under a previous contract, and radiation related processes or procedures have not changed, then only a statement to that effect should be provided to the DLA DPRO-LATP Safety Office and TACOM Safety Office (AMSTA-CM-PS), and the detailed information should not be resubmitted.

15.2 The Government reserves the right both before and after award of this modification to survey the Contractor's facilities, to include Government facilities used by the Contractor, and any and all facilities of any subcontractors which handle or perform efforts of any kind on the hazardous material to be certain the work areas which Government employees may frequent are safe and to assure that Government facilities/equipment are uncontaminated.

15.3 In the case of an accident the Contractor shall provide a follow-up written report as required by Data Item Description No. DI-H-1329A, LATP Facility Contract DAAE07-90-E-A001.

15.4 The Government reserves the right to investigate an accident/incident reported in accordance with DI-H-1329A.

15.5 The initial written Radiation Protection Program Plan and subsequent plan revision approvals shall be in accordance with Department of the Army permit and NRC licensing requirements. Administrative plan revisions shall be approved at the discretion of the Contractor which shall be in compliance with the NRC license and DA Army Permit with information copies being provided to the DLA DPRO-LATP Safety office and TACOM Safety Office (AMSTA-CM-PS) IAW CDRL TBD.

15.6 Preservation, packaging and packing of GFM armor packages and target packages is to be conducted and performed per applicable DOT, NRC and, if applicable, Department of Energy (DOE) regulations, special provisions as may be described in the Contractor's radioactive material license, and specifications listed on the Packaging Data Sheet, whichever are most stringent. Preservation, packaging and packing of M1A2 tanks shall be in accordance with the requirements contained in Section D of this contract, and in accordance with 49 CFR and GDLS NRC license.

ATTACHMENT 003

LIST OF CLASS ONE OZONE DEPLETING SUBSTANCES (CIODS)

SEE INDIVIDUAL DELIVERY ORDERS FOR APPLICABLE CIODS

ATTACHMENT 004

DD254

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

ATTACHMENT 005

DELIVERY ORDER CLAUSE LIST

FOR DELIVERY ORDERS UNDER THIS BOA

1. THE FOLLOWING CLAUSES APPLY TO ALL DELIVERY ORDERS, \$100,000 OR MORE:

<u>FAR/DFAR/TACOM</u> <u>REFERENCE</u>	<u>BOA</u> <u>SEC</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
252.225-7010	H	DUTY-FREE ENTRY-ADDITIONAL PROVISIONS	Aug-00
252.225-7013	H	DUTY-FREE ENTRY	Apr-03
252.203-7001	I	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES	Mar-99
252.209-7000	I	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	Nov-95
252.209-7004	I	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	Mar-98
252.225-7012	I	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	Feb-03
252.225-7014	I	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	Apr-03
252.225-7016	I	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	Apr-03
252.243-7002	I	REQUEST FOR EQUITABLE ADJUSTMENT	Mar-98
252.244-7000	I	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	Mar-00
252.247-7023	I	TRANSPORTATION OF SUPPLIES BY SEA	May-02
52.202-1	I	DEFINITIONS	Dec-01
52.203-3	I	GRATUITIES	Apr-84
52.203-5	I	COVENANT AGAINST CONTINGENT FEES	Apr-84
52.203-6	I	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Jul-95
52.203-7	I	ANTI-KICKBACK PROCEDURES	Jul-95
52.203-8	I	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-10	I	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-12	I	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Jun-03
52.204-4	I	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00
52.215-2	I	AUDIT AND RECORDS- NEGOTIATIONS	Jun-99
52.215-14	I	INTEGRITY OF UNIT PRICES (ALTERNATE I, OCT 97)	Oct-97
52.219-8	I	UTILIZATION OF SMALL BUSINESS CONCERNS	Oct-00
52.222-4	I	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION	Sep-00
52.223-6	I	DRUG FREE WORKPLACE	May-01
52.225-8	I	DUTY-FREE ENTRY	Feb-00
52.227-2	I	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96
52.229-4	I	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	Apr-03
52.232-17	I	INTEREST	Jun-96
52.242-13	I	BANKRUPTCY	Jul-95
52.244-5	I	COMPETITION IN SUBCONTRACTING	Dec-96
52.246-24	I	LIMITATION OF LIABILITY--HIGH VALUE ITEMS	Feb-97
52.248-1	I	VALUE ENGINEERING (ALT II)	Feb-00

2. THE FOLLOWING CLAUSES APPLY TO ALL DELIVERY ORDERS, \$500,000 OR MORE:

252.205-7000	H	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	Dec-91
252.225-7003	H	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR-03
252.225-7004	H	REPORTING OF CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES	APR-03
252.215-7002	I	COST ESTIMATING SYSTEM REQUIREMENTS	Oct-98
252.219-7003	I	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL	

		THE UNITED STATES	Jun-00
52.215-10	I	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	Oct-97
52.215-11	I	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	Oct-97
52.215-12	I	SUBCONTRACTOR COST OR PRICING DATA	Oct-97
52.215-13	I	SUBCONTRACTOR COST OR PRICING DATA-MODS	Oct-97
52.215-15	I	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Dec-98
52.215-18	I	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	Oct-97
52.215-19	I	NOTIFICATION OF OWNERSHIP CHANGES	Oct-97
52.215-21	I	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS ALT III	Oct-97
52.219-9	I	SMALL BUSINESS SUBCONTRACTING PLAN	Jan-02
52.219-16	I	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99
52.226-1	I	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	Jun-00
52.230-2	I	COST ACCOUNTING STANDARDS	Apr-98
52.230-6	I	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Nov-99
52.242-3	I	PENALTIES FOR UNALLOWABLE COSTS	May-01
52.242-4	I	CERTIFICATION OF INDIRECT COSTS	Jan-97

3. THE FOLLOWING CLAUSES APPLY TO ALL DELIVERY ORDERS, \$1,000,000 OR MORE:

252.225-7033	H	WAIVER OF UNITED KINGDOM LEVIES	Apr-03
52.243-7	I	NOTIFICATION OF CHANGES	Apr-84

4. THE FOLLOWING CLAUSES APPLY TO ALL FIRM FIXED PRICE DELIVERY ORDERS:

252.232-7002	H	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	Dec-91
252.232-7004	H	DOD PROGRESS PAYMENT RATES	Oct-01
52.232-16	H	PROGRESS PAYMENTS (ALT III, DATED FEBRUARY 2002)	Apr-03
252.243-7001	I	PRICING OF CONTRACT MODIFICATIONS	Dec-91
52.243-1	I	CHANGES-FIXED PRICE	Aug-87
52.249-1	I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	Apr-84
52.249-2	I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	Apr-84
52.249-8	I	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84

5. THE FOLLOWING CLAUSES APPLY TO ALL FIRM FIXED PRICE DELIVERY ORDERS, \$100,000 OR MORE:

52.246-2	E	INSPECTION OF SUPPLIES-FIXED PRICE	Aug-96
52.246-16	E	RESPONSIBILITY FOR SUPPLIES	Apr-84
52.229-4	I	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.245-2	I	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (ALT I DATED APRIL 1984)	Jun-03
52.249-2	I	TERMINATION FOR CONVENIENCE OF THE GOV'T (FFP)	Sep-96
52.249-8	I	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	Apr-84

6. THE FOLLOWING CLAUSES APPLY TO ALL COST TYPE DELIVERY ORDERS:

52.246-3	E	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	May-01
52.227-4004	G	RELEASE OF INFORMATION	Oct-03
52.216-4008	H	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACT/CLINS	Jun-89
252.227-7030	I	TECHNICAL DATA WITHHOLDING OF PAYMENT	Mar-00
52.216-7	I	ALLOWABLE COST AND PAYMENT	Dec-02

52.216-8	I	FIXED FEE	Mar-97
52.216-10	I	INCENTIVE FEE	Mar-97
52.216-11	I	COST CONTRACT--NO FEE	Apr-84
52.216-12	I	COST SHARING CONTRACT--NO FEE	Apr-84
52.228-7	I	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.232-20	I	LIMITATION OF COST	APR-84
52.232-22	I	LIMITATION OF FUNDS	Apr-84
52.242-1	I	NOTICE OF INTENT TO DISALLOW COSTS	Apr-84
52.243-2	I	CHANGES-COST REIMBURSEMENT	Aug-87
52.247-67	I	SUBMISSION OF COMMERCIAL TRANSPORTATION BILL TO THE GSA FOR AUDIT	Jun-97
52.249-6	I	TERMINATION (COST REIMBURSEMENT)	Sep-96
52.249-14	I	EXCUSABLE DELAYS	Apr-84

7. THE FOLLOWING CLAUSES APPLY TO ALL COST TYPE DELIVERY ORDERS, \$100,000 OR MORE:

52.222-2	I	PAYMENT FOR OVERTIME PREMIUMS	Jul-90
52.244-2	I	SUBCONTRACTS (ALTERNATE I)	Aug-98
52.245-5	I	GOV'T PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR HOUR CONTRACTS)	Jun-03

8. THE FOLLOWING CLAUSES APPLY TO ALL COST TYPE DELIVERY ORDERS, \$500,000 OR MORE:

52.242-3	I	PENALTIES FOR UNALLOWABLE COSTS	May-01
252.225-7026	I	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE U.S.	Mar-98

9. THE FOLLOWING CLAUSES APPLY TO ALL COST TYPE DELIVERY ORDERS, \$10,000,000 OR MORE:

252.242-7005	I	COST/SCHEDULE STATUS REPORT	Mar-98
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